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

Lori A. Shibanette
 Commissioner

Melissa A. Hardy
 Director

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April 20, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend existing contracts with the Contractors listed below to continue providing adult day program services, by increasing the total price limitation by \$1,308,150 from \$1,508,940 to \$2,817,090 and by extending the completion dates from June 30, 2022 to June 30, 2024, effective upon Governor and Council approval. 56% Federal Funds. 44% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Easter Seals New Hampshire, Inc.	177204	Manchester and Rochester, NH	\$411,120	\$356,400	\$767,520	O: GA 6/17/2020 GC 6/24/2020 (Informational Item O)
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$162,240	\$140,700	\$302,940	O: GA 6/17/2020 GC 6/24/2020 (Informational Item O)
VNA at HCS, Inc.	177274	Keene, NH	\$274,080	\$237,600	\$511,680	O: GA 6/17/2020 GC 6/24/2020 (Informational Item O)
Mount Washington Valley Adult Day Center (formerly Memorial Elder Health Services)	336489	No. Conway, NH	\$85,740	\$74,250	\$159,990	O: GA 6/17/2020 GC 6/24/2020 (Informational Item O)
Adult Day Health, Inc. (formerly Nashua Adult Day Health, LLC)	325980	Nashua, NH	\$575,760	\$499,200	\$1,074,960	O: GA 6/17/2020 GC 6/24/2020 (Informational Item O) A1:GC 12/22/2021 (Item #17)
Total:			\$1,508,940	\$1,308,150	\$2,817,090	

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

Funds are available in the following accounts for SFY 2023 and are anticipated to be available for SFY 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to extend the completion date and increase the price limitation. The Contractors will continue providing adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and /or chronic illnesses, and frail adults sixty (60) years of age and older. The services will continue to be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

Approximately 350 individuals will be served annually.

The Department will monitor services by:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the original agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, individuals in need of adult day care services may not be served, and the lack of these services may jeopardize family caregivers' ability to continue to support these individuals at home.

Source of Federal Funds: 56% Federal Funds (CFDA #93.044, FAIN #2201NHOASS-01, CFDA #93.667, FAIN #2001NHSOSR, and CFDA # 93.044, FAIN #2001NHSSC3-00) and 44% General Funds.

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

AGDC
FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,
50% FEDERAL, 50% GENERAL

Adult Day Health, Inc.

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
540-500382	SS Contracts	2021	\$83,760.00	\$0.00	\$83,760.00
540-500382	SS Contracts	2022	\$83,760.00	\$0.00	\$83,760.00
540-500382	SS Contracts	2023	\$0.00	\$83,700.00	\$83,700.00
540-500382	SS Contracts	2024	\$0.00	\$83,700.00	\$83,700.00
		Subtotal	\$167,520.00	\$167,400.00	\$334,920.00

Mount Washington Valley Adult Day Center

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
540-500382	SS Contracts	2021	\$12,480.00	\$0.00	\$12,480.00
540-500382	SS Contracts	2022	\$12,480.00	\$0.00	\$12,480.00
540-500382	SS Contracts	2023	\$0.00	\$12,450.00	\$12,450.00
540-500382	SS Contracts	2024	\$0.00	\$12,450.00	\$12,450.00
		Subtotal	\$24,960.00	\$24,900.00	\$49,860.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
540-500382	SS Contracts	2021	\$39,840.00	\$0.00	\$39,840.00
540-500382	SS Contracts	2022	\$39,840.00	\$0.00	\$39,840.00
540-500382	SS Contracts	2023	\$0.00	\$39,825.00	\$39,825.00
540-500382	SS Contracts	2024	\$0.00	\$39,825.00	\$39,825.00
		Subtotal	\$79,680.00	\$79,650.00	\$159,330.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
540-500382	SS Contracts	2021	\$23,640.00	\$0.00	\$23,640.00
540-500382	SS Contracts	2022	\$23,640.00	\$0.00	\$23,640.00
540-500382	SS Contracts	2023	\$0.00	\$23,625.00	\$23,625.00
540-500382	SS Contracts	2024	\$0.00	\$23,625.00	\$23,625.00
		Subtotal	\$47,280.00	\$47,250.00	\$94,530.00

Easter Seals New Hampshire, Inc. Manchester Location

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
540-500382	SS Contracts	2021	\$38,280.00	\$0.00	\$38,280.00
540-500382	SS Contracts	2022	\$38,280.00	\$0.00	\$38,280.00
540-500382	SS Contracts	2023	\$0.00	\$38,250.00	\$38,250.00
540-500382	SS Contracts	2024	\$0.00	\$38,250.00	\$38,250.00
			\$76,560.00	\$76,500.00	\$153,060.00

Easter Seals New Hampshire, Inc. Rochester Location

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
540-500382	SS Contracts	2021	\$21,540.00	\$0.00	\$21,540.00
540-500382	SS Contracts	2022	\$21,540.00	\$0.00	\$21,540.00
540-500382	SS Contracts	2023	\$0.00	\$21,525.00	\$21,525.00
540-500382	SS Contracts	2024	\$0.00	\$21,525.00	\$21,525.00
			\$43,080.00	\$43,050.00	\$86,130.00

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
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540-500382	SS Contracts	2021	\$219,540.00	\$0.00	\$219,540.00
540-500382	SS Contracts	2022	\$219,540.00	\$0.00	\$219,540.00
540-500382	SS Contracts	2023	\$0.00	\$219,375.00	\$219,375.00
540-500382	SS Contracts	2024	\$0.00	\$219,375.00	\$219,375.00
		Subtotal	\$439,080.00	\$438,750.00	\$877,830.00
			\$439,080.00	\$438,750.00	\$877,830.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Federal Funds; 40% General Funds)

Adult Day Health, Inc.

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$165,960.00	\$0.00	\$165,960.00
566-500918	Contracts for Prog Svcs	2022	\$165,960.00	\$0.00	\$165,960.00
566-500918	Contracts for Prog Svcs	2023	\$0.00	\$165,900.00	\$165,900.00
566-500918	Contracts for Prog Svcs	2024	\$0.00	\$165,900.00	\$165,900.00
		Subtotal	\$331,920.00	\$331,800.00	\$663,720.00

Mount Washington Valley Adult Day Center

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$24,720.00	\$0.00	\$24,720.00
566-500918	Contracts for Prog Svcs	2022	\$24,720.00	\$0.00	\$24,720.00
566-500918	Contracts for Prog Svcs	2023	\$0.00	\$24,675.00	\$24,675.00
566-500918	Contracts for Prog Svcs	2024	\$0.00	\$24,675.00	\$24,675.00
		Subtotal	\$49,440.00	\$49,350.00	\$98,790.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$79,020.00	\$0.00	\$79,020.00
566-500918	Contracts for Prog Svcs	2022	\$79,020.00	\$0.00	\$79,020.00
566-500918	Contracts for Prog Svcs	2023	\$0.00	\$78,975.00	\$78,975.00
566-500918	Contracts for Prog Svcs	2024	\$0.00	\$78,975.00	\$78,975.00
		Subtotal	\$158,040.00	\$157,950.00	\$315,990.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$46,740.00	\$0.00	\$46,740.00
566-500918	Contracts for Prog Svcs	2022	\$46,740.00	\$0.00	\$46,740.00
566-500918	Contracts for Prog Svcs	2023	\$0.00	\$46,725.00	\$46,725.00
566-500918	Contracts for Prog Svcs	2024	\$0.00	\$46,725.00	\$46,725.00
		Subtotal	\$93,480.00	\$93,450.00	\$186,930.00

Easter Seals New Hampshire, Inc. Manchester Location

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$75,840.00	\$0.00	\$75,840.00
566-500918	Contracts for Prog Svcs	2022	\$75,840.00	\$0.00	\$75,840.00
566-500918	Contracts for Prog Svcs	2023	\$0.00	\$75,825.00	\$75,825.00
566-500918	Contracts for Prog Svcs	2024	\$0.00	\$75,825.00	\$75,825.00
		Subtotal	\$151,680.00	\$151,650.00	\$303,330.00

Easter Seals New Hampshire, Inc. Rochester Location

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$42,660.00	\$0.00	\$42,660.00
566-500918	Contracts for Prog Svcs	2022	\$42,660.00	\$0.00	\$42,660.00
566-500918	Contracts for Prog Svcs	2023	\$0.00	\$42,600.00	\$42,600.00

566-500918	Contracts for Prog Svcs	2024	\$0.00	\$42,600.00	\$42,600.00
		Subtotal	\$85,320.00	\$85,200.00	\$170,520.00

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$434,940.00	\$0.00	\$434,940.00
566-500918	Contracts for Prog Svcs	2022	\$434,940.00	\$0.00	\$434,940.00
566-500918	Contracts for Prog Svcs	2023	\$0.00	\$434,700.00	\$434,700.00
566-500918	Contracts for Prog Svcs	2024	\$0.00	\$434,700.00	\$434,700.00
		Subtotal	\$869,880.00	\$869,400.00	\$1,739,280.00

\$869,880.00 \$869,400.00 \$1,739,280.00

**05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, CARES ACT TITLE III GRANTS,
100% FEDERAL**

Adult Day Health, Inc.

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$76,320.00	\$0.00	\$76,320.00
102-500731	Contracts for Prog Svcs	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2024	\$0.00	\$0.00	\$0.00
		Subtotal	\$76,320.00	\$0.00	\$76,320.00

Mount Washington Valley Adult Day Center

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$11,340.00	\$0.00	\$11,340.00
102-500731	Contracts for Prog Svcs	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2024	\$0.00	\$0.00	\$0.00
		Subtotal	\$11,340.00	\$0.00	\$11,340.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$36,360.00	\$0.00	\$36,360.00
102-500731	Contracts for Prog Svcs	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2024	\$0.00	\$0.00	\$0.00
		Subtotal	\$36,360.00	\$0.00	\$36,360.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$21,480.00	\$0.00	\$21,480.00
102-500731	Contracts for Prog Svcs	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2024	\$0.00	\$0.00	\$0.00
		Subtotal	\$21,480.00	\$0.00	\$21,480.00

Easter Seals New Hampshire, Inc. Manchester Location

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$34,860.00	\$0.00	\$34,860.00
102-500731	Contracts for Prog Svcs	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2024	\$0.00	\$0.00	\$0.00
			\$34,860.00	\$0.00	\$34,860.00

Easter Seals New Hampshire, Inc. Rochester Location

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$19,620.00	\$0.00	\$19,620.00
102-500731	Contracts for Prog Svcs	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2024	\$0.00	\$0.00	\$0.00
			\$19,620.00	\$0.00	\$19,620.00

05-95-48-481010-1917 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$199,980.00	\$0.00	\$199,980.00
102-500731	Contracts for Prog Svcs	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Prog Svcs	2024	\$0.00	\$0.00	\$0.00
		Subtotal	\$199,980.00	\$0.00	\$199,980.00

\$199,980.00 \$0.00 \$199,980.00

Summary by Vendor by Year

Adult Day Health, Inc.

	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
	2021	\$326,040.00	\$0.00	\$326,040.00
	2022	\$249,720.00	\$0.00	\$249,720.00
	2023	\$0.00	\$249,600.00	\$249,600.00
	2024	\$0.00	\$249,600.00	\$249,600.00
	Subtotal	\$575,760.00	\$499,200.00	\$1,074,960.00

Mount Washington Valley Adult Day Center

	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
	2021	\$48,540.00	\$0.00	\$48,540.00
	2022	\$37,200.00	\$0.00	\$37,200.00
	2023	\$0.00	\$37,125.00	\$37,125.00
	2024	\$0.00	\$37,125.00	\$37,125.00
	Subtotal	\$85,740.00	\$74,250.00	\$159,990.00

VNA at HCS, Inc.

	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
	2021	\$155,220.00	\$0.00	\$155,220.00
	2022	\$118,860.00	\$0.00	\$118,860.00
	2023	\$0.00	\$118,800.00	\$118,800.00
	2024	\$0.00	\$118,800.00	\$118,800.00
	Subtotal	\$274,080.00	\$237,600.00	\$511,680.00

Area Agency of Greater Nashua, Inc.

	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
	2021	\$91,860.00	\$0.00	\$91,860.00
	2022	\$70,380.00	\$0.00	\$70,380.00
	2023	\$0.00	\$70,350.00	\$70,350.00
	2024	\$0.00	\$70,350.00	\$70,350.00
	Subtotal	\$162,240.00	\$140,700.00	\$302,940.00

Easter Seals New Hampshire, Inc. Manchester Location

	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
	2021	\$148,980.00	\$0.00	\$148,980.00
	2022	\$114,120.00	\$0.00	\$114,120.00
	2023	\$0.00	\$114,075.00	\$114,075.00

		2024	\$0.00	\$114,075.00	\$114,075.00
		Subtotal	\$263,100.00	\$228,150.00	\$491,250.00

Easter Seals New Hampshire, Inc. Rochester Location

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2021	\$83,820.00	\$0.00	\$83,820.00
		2022	\$64,200.00	\$0.00	\$64,200.00
		2023	\$0.00	\$64,125.00	\$64,125.00
		2024	\$0.00	\$64,125.00	\$64,125.00
		Subtotal	\$148,020.00	\$128,250.00	\$276,270.00

Summary for All Vendors by Year

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2021	\$854,460.00	\$0.00	\$854,460.00
		2022	\$654,480.00	\$0.00	\$654,480.00
		2023	\$0.00	\$654,075.00	\$654,075.00
		2024	\$0.00	\$654,075.00	\$654,075.00
		Total	\$1,508,940.00	\$1,308,150.00	\$2,817,090.00
			\$1,508,940.00	\$1,308,150.00	\$2,817,090.00

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-540-500382	SS Contracts	2021	\$219,540.00	\$0.00	\$219,540.00
7872-540-500382	SS Contracts	2022	\$219,540.00	\$0.00	\$219,540.00
7872-540-500382	SS Contracts	2023	\$0.00	\$219,375.00	\$219,375.00
7872-540-500382	SS Contracts	2024	\$0.00	\$219,375.00	\$219,375.00
9255-566-500918	Contracts for Prog Svcs	2021	\$434,940.00	\$0.00	\$434,940.00
9255-566-500918	Contracts for Prog Svcs	2022	\$434,940.00	\$0.00	\$434,940.00
9255-566-500918	Contracts for Prog Svcs	2023	\$0.00	\$434,700.00	\$434,700.00
9255-566-500918	Contracts for Prog Svcs	2024	\$0.00	\$434,700.00	\$434,700.00
1917-102-500731	Contracts for Prog Svcs	2021	\$199,980.00	\$0.00	\$199,980.00
1917-102-500731	Contracts for Prog Svcs	2022	\$0.00	\$0.00	\$0.00
1917-102-500731	Contracts for Prog Svcs	2023	\$0.00	\$0.00	\$0.00
1917-102-500731	Contracts for Prog Svcs	2024	\$0.00	\$0.00	\$0.00
		Total	\$1,508,940.00	\$1,308,150.00	\$2,817,090.00

7872-540-500382	SS Contracts	all	\$439,080.00	\$438,750.00	\$877,830.00
9255-566-500918	Contracts for Prog Svcs	all	\$869,880.00	\$869,400.00	\$1,739,280.00
1917-102-500731	Contracts for Prog Svcs	all	\$199,980.00	\$0.00	\$199,980.00
		Total	\$1,508,940.00	\$1,308,150.00	\$2,817,090.00

Grand Total SFY21	2021	\$854,460.00	\$0.00	\$854,460.00
Grand Total SFY22	2022	\$654,480.00	\$0.00	\$654,480.00
Grand Total SFY23	2023	\$0.00	\$654,075.00	\$654,075.00
Grand Total SFY24	2024	\$0.00	\$654,075.00	\$654,075.00
Total Contract		\$1,508,940.00	\$1,308,150.00	\$2,817,090.00

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Adult Day Program Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Easter Seals New Hampshire, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item # 46D) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions To Standard Contract Provisions, Paragraph 1.2 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$767,520.00
3. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 59.72% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2201NHOASS-01, as awarded on January 7, 2022. 15.58% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR, as awarded on September 1, 2019. 37.04% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, CARES Act Title III Grants (CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 7.10% Federal funds
 - 1.2. 40.28% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 to read:
 3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet, Exhibit C-2, Rate Sheet, Exhibit C-3, Amendment #1, Rate Sheet and Exhibit C-4, Amendment #1, Rate Sheet.
5. Modify Exhibit C, Payment Terms, Section 4 to read:
 4. The Contractor shall submit an invoice and supporting documents to the Department no later

than the fifteenth (15th) working day of the following month. The Contractor shall:

- 4.1 Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2 Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.3 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4 Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
6. Add Exhibit C-3, Amendment #1, Rate Sheet, and Exhibit C-4, Amendment #1, Rate Sheet, which are attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, or upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

4/21/2022

Date

DocuSigned by:
Melissa Hardy

Name: MELISSA Hardy
Title: Director, DLTSS

Easter Seals New Hampshire, Inc.

4/20/2022

Date

DocuSigned by:
Lisabritt Solsky Stevens

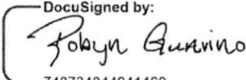
Name: LISABRITT Solsky Stevens
Title: Chief Growth Officer

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

OFFICE OF THE ATTORNEY GENERAL

4/21/2022

Date

DocuSigned by:

748734844941460...

Name: Robyn Guarino
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 C-3, Amendment #1, Rate Sheet

Easter Seals New Hampshire, Inc. Manchester Location

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	1,264	\$60.00	\$ 75,840.00
Title IIIB AGDC	Per Day/Per Person	638	\$60.00	\$ 38,280.00
Title IIIB AGDC COVID	Per Day/Per Person	581	\$60.00	\$ 34,860.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	1,264	\$60.00	\$ 75,840.00
Title IIIB AGDC	Per Day/Per Person	638	\$60.00	\$ 38,280.00

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	1,011	\$75.00	\$ 75,825.00
Title IIIB AGDC	Per Day/Per Person	510	\$75.00	\$ 38,250.00

7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	1,011	\$75.00	\$ 75,825.00
Title IIIB AGDC	Per Day/Per Person	510	\$75.00	\$ 38,250.00

Contractor Initials: DS
LSS

Exhibit C-4, Amendment #1, Rate Sheet

Easter Seals New Hampshire, Inc. Rochester Location

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	711	\$60.00	\$ 42,660.00
Title IIIB AGDC	Per Day/Per Person	359	\$60.00	\$ 21,540.00
Title IIIB AGDC COVID	Per Day/Per Person	327	\$60.00	\$ 19,620.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	711	\$60.00	\$ 42,660.00
Title IIIB AGDC	Per Day/Per Person	359	\$60.00	\$ 21,540.00

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	568	\$75.00	\$ 42,600.00
Title IIIB AGDC	Per Day/Per Person	287	\$75.00	\$ 21,525.00

7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	568	\$75.00	\$ 42,600.00
Title IIIB AGDC	Per Day/Per Person	287	\$75.00	\$ 21,525.00

Contractor Initials: DS
LSS

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 EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. 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: **61290**

Certificate Number: **0005748102**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Easter Seals New Hampshire, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 9, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

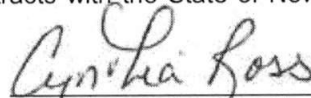
VOTED: That Lisabritt Solsky Stevens, CGO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Easter Seals New Hampshire, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 4/4/2022



Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

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 Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Courtney Mitchell PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: cmitchell@hayscompanies.com <hr/> <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER B:</td> <td></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: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The North River Insurance Company	21105														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103															

COVERAGES **CERTIFICATE NUMBER: 22-23 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 - COMP/OPAGG \$ _____ \$
	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) \$ _____ \$
	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 <input type="checkbox"/>	N/A	406-738254-6	1/1/2022	1/1/2023	<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)
 Insured includes Manchester Alcoholism Rehabilitation Inc.. dba Farnum Center

CERTIFICATE HOLDER

CANCELLATION

Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/CEMITC
---	--

Client#: 497072

EASTESEA7

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2021

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):	
	E-MAIL ADDRESS: _____	
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Philadelphia Indemnity Insurance Co. 18058	
	INSURER B : _____	
	INSURER C : _____	
	INSURER D : _____	
	INSURER E : _____	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 checked="" type="checkbox"/> LOC OTHER: _____	X	X	PHPK2319126	09/01/2021	09/01/2022	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 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	X	X	PHPK2319129	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10K	X	X	PHUB783186	09/01/2021	09/01/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
A	EDP			PHPK2319126	09/01/2021	09/01/2022	\$1,619,050 \$500 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Supplemental Names*: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER Contracts & Procurement DHHS, State of NH 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 <i>See Note</i>

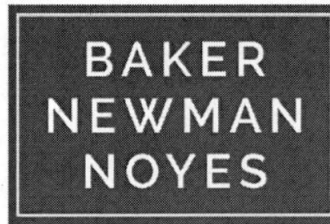
DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.



Easter Seals New Hampshire, Inc. and Subsidiaries

**Consolidated Financial Statements and
Other Financial Information**

*Years Ended August 31, 2021 and 2020
With Independent Auditors' Report*

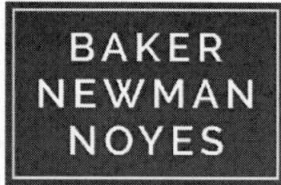
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2021 and 2020

CONTENTS

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2021 and 2020, and the related consolidated statements of activities and changes in net assets, 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 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 audits. We conducted our audits 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.

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2021 and 2020, 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.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies 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 audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2021, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals New Hampshire's, Inc. and Subsidiaries' 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 Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 14, 2021

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$14,389,013	\$ 8,234,594
Restricted cash	82,461	-
Short-term investments, at fair value	10,681,421	3,555,005
Program and other accounts receivable	8,593,338	9,046,180
Contributions receivable, net	224,865	329,945
Prepaid expenses and other current assets	<u>633,702</u>	<u>700,139</u>
Total current assets	34,604,800	21,865,863
Assets limited as to use	2,357,939	2,154,522
Investments, at fair value	15,889,181	13,850,923
Other assets	378,877	143,015
Fixed assets, net	<u>29,899,801</u>	<u>28,462,718</u>
	<u>\$83,130,598</u>	<u>\$66,477,041</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 2,312,551	\$ 2,000,480
Accrued expenses	6,895,135	7,155,936
Deferred revenue	1,862,583	1,339,654
Current portion of interest rate swap agreement	387,067	389,577
Current portion of long-term debt	<u>1,222,914</u>	<u>2,198,630</u>
Total current liabilities	12,680,250	13,084,277
Other liabilities	2,682,812	2,154,522
Interest rate swap agreement, less current portion	1,851,184	2,507,497
Long-term debt, less current portion, net	<u>28,771,371</u>	<u>18,746,040</u>
Total liabilities	45,985,617	36,492,336
Net assets:		
Without donor restrictions	31,026,464	23,812,787
With donor restrictions	<u>6,118,517</u>	<u>6,171,918</u>
Total net assets	<u>37,144,981</u>	<u>29,984,705</u>
	<u>\$83,130,598</u>	<u>\$66,477,041</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 732,689	\$ 327,971	\$ 1,060,660
Special events, net of related direct costs of \$643,937	1,171,144	208,832	1,379,976
Annual campaigns, net of related direct costs of \$42,502	418,831	37,458	456,289
Bequests	4,091	-	4,091
Net assets released from restrictions	<u>837,627</u>	<u>(837,627)</u>	<u>-</u>
Total public support	3,164,382	(263,366)	2,901,016
Revenue:			
Fees and tuition	60,020,761	-	60,020,761
Grants	33,096,374	-	33,096,374
Dividend and interest income	625,522	8,878	634,400
Rental income	29,775	-	29,775
Other	<u>549,546</u>	<u>-</u>	<u>549,546</u>
Total revenue	<u>94,321,978</u>	<u>8,878</u>	<u>94,330,856</u>
Total public support and revenue	97,486,360	(254,488)	97,231,872
Operating expenses:			
Program services:			
Public health education	42,458	-	42,458
Professional education	3,192	-	3,192
Direct services	<u>82,595,976</u>	<u>-</u>	<u>82,595,976</u>
Total program services	82,641,626	-	82,641,626
Supporting services:			
Management and general	9,427,520	-	9,427,520
Fundraising	<u>1,249,556</u>	<u>-</u>	<u>1,249,556</u>
Total supporting services	<u>10,677,076</u>	<u>-</u>	<u>10,677,076</u>
Total functional expenses	93,318,702	-	93,318,702
Support of National programs	<u>105,185</u>	<u>-</u>	<u>105,185</u>
Total operating expenses	<u>93,423,887</u>	<u>-</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,062,473	(254,488)	3,807,985

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 658,823	\$ -	\$ 658,823
Net unrealized and realized gains on investments, net	1,830,767	201,783	2,032,550
Decrease in fair value of beneficial interest in trust held by others	-	(696)	(696)
Loss on sales and disposals of fixed assets	(40,958)	-	(40,958)
Contribution of net assets from acquisition – see Note 15	<u>702,572</u>	<u>-</u>	<u>702,572</u>
	<u>3,151,204</u>	<u>201,087</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,213,677	(53,401)	7,160,276
Net assets at beginning of year	<u>23,812,787</u>	<u>6,171,918</u>	<u>29,984,705</u>
Net assets at end of year	<u>\$31,026,464</u>	<u>\$6,118,517</u>	<u>\$37,144,981</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 635,769	\$ 560,250	\$ 1,196,019
Special events, net of related direct costs of \$796,900	771,249	86,820	858,069
Annual campaigns, net of related direct costs of \$87,600	369,157	62,978	432,135
Bequests	221,908	-	221,908
Net assets released from restrictions	<u>755,040</u>	<u>(755,040)</u>	<u>-</u>
Total public support	2,753,123	(44,992)	2,708,131
Revenue:			
Fees and tuition	63,063,228	-	63,063,228
Grants	28,717,978	-	28,717,978
Dividend and interest income	580,379	18,073	598,452
Rental income	34,045	-	34,045
Other	<u>524,750</u>	<u>-</u>	<u>524,750</u>
Total revenue	<u>92,920,380</u>	<u>18,073</u>	<u>92,938,453</u>
Total public support and revenue	95,673,503	(26,919)	95,646,584
Operating expenses:			
Program services:			
Public health education	129,094	-	129,094
Professional education	10,963	-	10,963
Direct services	<u>84,460,373</u>	<u>-</u>	<u>84,460,373</u>
Total program services	84,600,430	-	84,600,430
Supporting services:			
Management and general	8,802,004	-	8,802,004
Fundraising	<u>891,482</u>	<u>-</u>	<u>891,482</u>
Total supporting services	<u>9,693,486</u>	<u>-</u>	<u>9,693,486</u>
Total functional expenses	94,293,916	-	94,293,916
Support of National programs	<u>83,093</u>	<u>-</u>	<u>83,093</u>
Total operating expenses	<u>94,377,009</u>	<u>-</u>	<u>94,377,009</u>
Increase (decrease) in net assets from operations	1,296,494	(26,919)	1,269,575

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended August 31, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ (242,081)	\$ -	\$ (242,081)
Net unrealized and realized gains on investments, net	711,416	94,474	805,890
Increase in fair value of beneficial interest in trust held by others	-	21,320	21,320
Other non-operating gains	<u>1,502</u>	<u>-</u>	<u>1,502</u>
	<u>470,837</u>	<u>115,794</u>	<u>586,631</u>
Total increase in net assets	1,767,331	88,875	1,856,206
Net assets at beginning of year	<u>22,045,456</u>	<u>6,083,043</u>	<u>28,128,499</u>
Net assets at end of year	<u>\$23,812,787</u>	<u>\$6,171,918</u>	<u>\$29,984,705</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2021	2020
Salaries and related expenses	\$ 11,096	\$ —	\$64,176,399	\$64,187,495	\$6,044,992	\$ 870,368	\$ 6,915,360	\$71,102,855	\$72,786,243
Professional fees	17,291	—	7,842,755	7,860,046	2,100,809	164,328	2,265,137	10,125,183	9,192,052
Supplies	790	—	1,989,877	1,990,667	131,147	39,046	170,193	2,160,860	2,332,888
Telephone	—	—	513,962	513,962	184,045	1,810	185,855	699,817	680,452
Postage and shipping	—	—	25,110	25,110	19,618	7,956	27,574	52,684	53,535
Occupancy	—	—	2,389,582	2,389,582	338,318	70,122	408,440	2,798,022	2,765,081
Outside printing, artwork and media	5,090	—	4,927	10,017	5,130	5,852	10,982	20,999	51,796
Travel	7	—	1,236,068	1,236,075	13,024	1,686	14,710	1,250,785	1,538,838
Conventions and meetings	—	3,192	55,272	58,464	16,905	2,432	19,337	77,801	201,166
Specific assistance to individuals	—	—	1,379,455	1,379,455	108	—	108	1,379,563	962,562
Dues and subscriptions	—	—	25,725	25,725	13,398	4,003	17,401	43,126	33,721
Minor equipment purchases and equipment rentals	775	—	153,295	154,070	158,601	4,137	162,738	316,808	307,379
Ads, fees and miscellaneous	7,409	—	222,711	230,120	84,777	73,409	158,186	388,306	533,260
Interest	—	—	764,208	764,208	144,791	—	144,791	908,999	936,518
Depreciation and amortization	—	—	1,816,630	1,816,630	171,857	4,407	176,264	1,992,894	1,952,115
Miscellaneous business tax	—	—	—	—	—	—	—	—	(33,690)
	<u>\$42,458</u>	<u>\$ 3,192</u>	<u>\$82,595,976</u>	<u>\$82,641,626</u>	<u>\$9,427,520</u>	<u>\$1,249,556</u>	<u>\$10,677,076</u>	<u>\$93,318,702</u>	<u>\$94,293,916</u>
	0.05%	0.00%	88.51%	88.56%	10.10%	1.34%	11.44%	100.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2020

	Program Services				Supporting Services			Total Program and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2020
Salaries and related expenses	\$ 63,997	\$ —	\$66,101,195	\$66,165,192	\$5,930,175	\$690,876	\$6,621,051	\$72,786,243
Professional fees	16,450	—	7,431,705	7,448,155	1,692,500	51,397	1,743,897	9,192,052
Supplies	1,403	—	2,250,675	2,252,078	53,836	26,974	80,810	2,332,888
Telephone	—	—	472,978	472,978	203,806	3,668	207,474	680,452
Postage and shipping	670	—	24,322	24,992	19,191	9,352	28,543	53,535
Occupancy	—	—	2,375,772	2,375,772	323,638	65,671	389,309	2,765,081
Outside printing, artwork and media	15,707	—	9,823	25,530	10,063	16,203	26,266	51,796
Travel	20	—	1,517,141	1,517,161	16,319	5,358	21,677	1,538,838
Conventions and meetings	17,258	10,963	106,513	134,734	57,268	9,164	66,432	201,166
Specific assistance to individuals	—	—	962,562	962,562	—	—	—	962,562
Dues and subscriptions	451	—	22,833	23,284	8,849	1,588	10,437	33,721
Minor equipment purchases and equipment rentals	775	—	192,132	192,907	113,204	1,268	114,472	307,379
Ads, fees and miscellaneous	12,363	—	452,113	464,476	63,974	4,810	68,784	533,260
Interest	—	—	766,789	766,789	169,729	—	169,729	936,518
Depreciation and amortization	—	—	1,807,510	1,807,510	139,452	5,153	144,605	1,952,115
Miscellaneous business tax	—	—	(33,690)	(33,690)	—	—	—	(33,690)
	<u>\$129,094</u>	<u>\$10,963</u>	<u>\$84,460,373</u>	<u>\$84,600,430</u>	<u>\$8,802,004</u>	<u>\$891,482</u>	<u>\$9,693,486</u>	<u>\$94,293,916</u>
	0.14%	0.01%	89.57%	89.72%	9.33%	0.95%	10.28%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Increase in net assets	\$ 7,160,276	\$ 1,856,206
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,992,894	1,952,115
Bond issuance costs amortization	6,110	6,110
Increase in fair value of beneficial interest in trust held by others	696	(21,320)
Net loss (gain) on sales and disposals of fixed assets	40,958	(1,053)
Change in fair value of interest rate swap	(658,823)	242,081
Gain on conversion of long-term debt to grant revenue	(1,140,000)	-
Net unrealized and realized gains on investments, net	(2,032,550)	(805,890)
Donor restricted contributions	(327,971)	(560,250)
Contribution of net assets from acquisition	(702,572)	-
Changes in operating assets and liabilities:		
Program and other accounts receivable	706,473	2,362,020
Contributions receivable	105,080	169,271
Prepaid expenses and other current assets	77,756	(177,703)
Other assets	16,437	18,231
Accounts payable and accrued expenses	22,693	100,912
Deferred revenue	496,622	956,366
Other liabilities	<u>191,374</u>	<u>346,935</u>
Net cash provided by operating activities	5,955,453	6,444,031
Cash flows from investing activities:		
Purchases of fixed assets	(2,184,030)	(1,031,798)
Proceeds from sale of fixed assets	20,323	2,660
Change in investments, net	(7,132,124)	(711,622)
Change in assets limited as to use	(203,417)	56,982
Cash, cash equivalents and restricted cash acquired from acquisition	<u>365,413</u>	<u>-</u>
Net cash used by investing activities	(9,133,835)	(1,683,778)
Cash flows from financing activities:		
Repayment of long-term debt	(1,074,073)	(1,619,767)
Proceeds from long-term debt	10,161,364	1,192,103
Donor restricted contributions	<u>327,971</u>	<u>560,250</u>
Net cash provided by financing activities	<u>9,415,262</u>	<u>132,586</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Increase in cash, cash equivalents and restricted cash	\$ 6,236,880	\$ 4,892,839
Cash, cash equivalents and restricted cash, beginning of year	<u>8,234,594</u>	<u>3,341,755</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$14,471,474</u>	<u>\$ 8,234,594</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 875,000</u>	<u>\$ 934,000</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); Manchester Alcoholism Rehabilitation Center (Farnum Center); and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash, Cash Equivalents and Restricted Cash

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals NH to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$9,677,021 and \$3,555,005 as of August 31, 2021 and 2020, respectively.

Restricted cash represents reserve accounts held by New Hampshire Housing Finance Authority (NHHFA) for insurance, taxes, replacement costs and operations as well as security deposit accounts held for tenants.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows at August 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$14,389,013	\$8,234,594
Restricted cash	<u>82,461</u>	<u>—</u>
	<u>\$14,471,474</u>	<u>\$8,234,594</u>

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others recorded in other assets in the accompanying consolidated statements of financial position. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in net assets with donor restrictions, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as activity with donor restrictions.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as support without donor restrictions. See also note 8.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Long-Lived Assets

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

No long-lived assets were deemed impaired at August 31, 2021 and 2020.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2021 and 2020 was \$6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

Revenue Recognition and Program and Other Accounts Receivable

Easter Seals NH accounts for revenues (mainly relating to fees and tuition in the accompanying consolidated statements of activities and changes in net assets) under Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and determines the amount of revenue to be recognized through application of the following steps:

- Identification of the contract with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as Easter Seals NH satisfies the performance obligations.

Easter Seals NH determines the transaction price based on standard charges for goods and services provided, reduced by any applicable discounts, contractual adjustments provided to third-party payors, or explicit and implicit price concessions provided to groups or individuals. A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgement.

A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. 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 fees and tuition in the year that such amounts become known.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Revenues are recognized when performance obligations are satisfied, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are deferred until any restrictions are met or allowable expenditures are incurred.

The collection of outstanding receivables from third-party payors, patients and other clients is Easter Seals NH's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured accounts, including accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but individual responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients and other clients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities and programs that represent a majority of revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provides reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At August 31, 2021 and 2020, estimated implicit price concessions of \$1,079,600 and \$1,345,100, respectively, had been recorded as reductions to program and other accounts receivable balances to enable Easter Seals NH to record revenues and accounts receivable at the estimated amounts expected to be collected.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense 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 in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$6,850,000 and \$6,494,000 for the years ended August 31, 2021 and 2020, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT and Farnum Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code, with the exception of certain federal taxes applicable to not-for-profit entities.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with U.S. GAAP, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

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 revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for explicit and implicit price concessions in revenue, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 11. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2021, and 2020, Easter Seals NH had recognized a liability of \$2,238,251 and \$2,897,074, respectively, as a result of the interest rate swap agreements discussed in note 11. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$658,823 and a decrease in net assets of \$242,081 for the years ended August 31, 2021 and 2020, respectively, in the accompanying consolidated statements of activities and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Increase (Decrease) in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, the contribution of assets from affiliation (see note 15) and net realized and unrealized gains and losses on investments.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 outbreak could negatively impact, for some period of time, the overall economy as well as certain business segments. Investment markets have experienced increased volatility which may negatively affect the carrying value of Easter Seals NH's investments. The pandemic resulted in the temporary closure of some of Easter Seals NH's programs and reduction in size of other programs from March 2020 through August 2021. The State of New Hampshire has since eased restrictions and lifted certain limitations on capacity restrictions. While Easter Seals NH's revenues have experienced gradual improvement since 2020, uncertainty still exists as the future is unpredictable. Easter Seals NH's pandemic response plan continues to evolve as the pandemic unfolds. In response to the pandemic, Easter Seals NH did qualify for certain federal grant funding through the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) and CARES Act Provider Relief Funding totaling approximately \$10,500,000 for the time period of April 2020 through August 2021, of which approximately \$4,600,000 was passed through to employees that qualified for the additional payments under certain programs. Easter Seals NH also entered into a Payroll Protection Program loan in 2021 (see note 11). Easter Seals NH believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by various factors, most of which are beyond its control and ability to forecast. The primary factors include, but are not limited to, the scope and duration of business closures and restrictions. Because of this and other uncertainties, Easter Seals NH cannot estimate the length or severity of the impact of the pandemic on its operations.

Reclassifications

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)*Recent Accounting Pronouncements*

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which seeks to clarify ASU 2016-02 with respect to certain aspects of the update and ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*, which provides transition relief on comparative reporting upon adoption of the ASU. The guidance is effective for Easter Seals NH on September 1, 2022, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-02 on Easter Seals NH's consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 was effective for Easter Seals NH on September 1, 2019 as the resource recipient and was effective on September 1, 2020 as the resource provider. Adoption of this standard as the resource recipient and resource provider did not result in a significant change in these consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820) – Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*. The objective of this update is to improve the effectiveness of disclosures in the notes to the financial statements by facilitating clear communication of the information required by U.S. GAAP that is most important to users of each entity's financial statements. The amendments in this update modify certain disclosure requirements on fair value measurements in Topic 820, *Fair Value Measurement*. Easter Seals NH adopted ASU 2018-13 effective September 1, 2020 and the adoption of this standard did not have a significant impact on its consolidated financial statements.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statements of activities and disclose the amount of contributed nonfinancial assets recognized within the statements of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for Easter Seals NH, beginning September 1, 2021. Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2020-07 on its consolidated financial statements however does not anticipate it will result in a significant change.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 14, 2021, the date these consolidated financial statements were available to be issued.

Effective November 13, 2021, Farnum Center will no longer provide certain residential treatments at its Franklin, New Hampshire location and Easter Seals VT will no longer offer military and veteran services in Vermont, including no longer conducting Veterans Count fundraising activities in Vermont. Additionally, Easter Seals NH concluded it will exit all operations and providing services in the state of Maine by December 31, 2021. Easter Seals NH estimates that discontinuing these programs will result in a decrease of revenue of approximately \$7 million in 2022. No impairment of long-lived assets associated with these programs is anticipated.

3. Classification of Net Assets

The following provides a description of the net asset classifications represented in the Easter Seals NH consolidated statements of financial position:

In accordance with *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Net assets with donor restrictions include contributions and endowment investment earnings subject to donor-imposed restrictions, as well as irrevocable trusts and contributions receivable. Some donor-imposed restrictions are temporary in nature with restrictions that are expected to be met either by actions of Easter Seals NH and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources are to be maintained in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as support without donor restrictions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH 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.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of donor-imposed restrictions on net assets (i.e. the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

3. **Classification of Net Assets (Continued)***Endowment Net Asset Composition by Type of Fund*

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2021 and 2020 are as follows:

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
<u>2021</u>			
Other initiatives	\$ 1,437,096	\$227,759	\$ 1,664,855
Operations	<u>3,712,974</u>	<u>—</u>	<u>3,712,974</u>
Total endowment net assets	<u>\$ 5,150,070</u>	<u>\$ 227,759</u>	<u>\$ 5,377,829</u>

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
<u>2020</u>			
Other initiatives	\$ 1,419,771	\$148,385	\$ 1,568,156
Operations	<u>3,688,378</u>	<u>—</u>	<u>3,688,378</u>
Total endowment net assets	<u>\$ 5,108,149</u>	<u>\$ 148,385</u>	<u>\$ 5,256,534</u>

Changes in Endowment Net Assets

During the years ended August 31, 2021 and 2020, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2019	\$ 5,069,811
Investment return:	
Investment income, net of fees	36,927
Net appreciation (realized and unrealized), net	32,707
Contributions	119,806
Appropriated for expenditure	<u>(2,717)</u>
Net endowment assets, August 31, 2020	5,256,534
Investment return:	
Investment income, net of fees	105,151
Net appreciation (realized and unrealized), net	56,955
Contributions	41,921
Appropriated for expenditure	<u>(82,732)</u>
Net endowment assets, August 31, 2021	<u>\$ 5,377,829</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

3. Classification of Net Assets (Continued)

Net assets were released from donor restrictions as follows for the years ended August 31:

	<u>2021</u>	<u>2020</u>
Satisfaction of donor restrictions	\$754,895	\$752,323
Release of appropriated endowment funds	<u>82,732</u>	<u>2,717</u>
	<u>\$837,627</u>	<u>\$755,040</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2021 and 2020 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Non- Endowment Net Assets</u>
<u>2021</u>			
Other initiatives	\$ 3,348,849	\$516,330	\$ 3,865,179
Operations	<u>27,677,615</u>	<u>224,358</u>	<u>27,901,973</u>
Total non-endowment net assets	<u>\$31,026,464</u>	<u>\$740,688</u>	<u>\$31,767,152</u>
<u>2020</u>			
Other initiatives	\$ 2,558,302	\$604,502	\$ 3,162,804
Operations	<u>21,254,485</u>	<u>310,882</u>	<u>21,565,367</u>
Total non-endowment net assets	<u>\$23,812,787</u>	<u>\$915,384</u>	<u>\$24,728,171</u>

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 Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2021 or 2020.

Net assets with donor restrictions

Net assets with donor restrictions are available for the following purposes at August 31:

	<u>2021</u>	<u>2020</u>
Purpose restriction:		
Other initiatives	\$ 516,330	\$ 604,502
Operations	<u>83,514</u>	<u>166,867</u>
	599,844	771,369

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

3. Classification of Net Assets (Continued)

	<u>2021</u>	<u>2020</u>
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	\$5,171,595	\$5,132,149
Investments, gains and income from which is donor restricted	227,759	148,385
Beneficial interest in perpetual trust	<u>119,319</u>	<u>120,015</u>
	<u>5,518,673</u>	<u>5,400,549</u>
 Total net assets with donor restrictions	 <u>\$6,118,517</u>	 <u>\$6,171,918</u>

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

Investment and Spending Policies

Easter Seals NH 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 Easter Seals NH must hold in perpetuity or for a donor-specified period. 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 the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five-year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH 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). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2021 and 2020

4. Liquidity and Availability

Financial assets available for general expenditure, such as for operating expenses, and which are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2021), comprise the following:

Cash and cash equivalents	\$14,389,013
Short-term investments, at fair value	10,681,421
Program and other accounts receivable	8,593,338
Contributions receivable, net	<u>224,865</u>
	33,888,637
Investments, at fair value	<u>15,889,181</u>
	49,777,818
Less: net assets with donor restrictions	<u>6,118,517</u>
	<u>\$43,659,301</u>

To manage liquidity, Easter Seals NH maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to Easter Seals NH. The management of Easter Seals NH has implemented a practice to establish cash reserves on hand that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2021, and 2020, approximately \$10,177,000 and \$4,539,000, respectively, of cash and cash equivalents, and approximately \$10,681,000 and \$3,555,000, respectively, of investments were on-hand under this practice. At August 31, 2021 the cash reserve balances include \$10,000,000 in cash received through the Payroll Protection Program loan. See note 11 regarding forgiveness of this loan. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

5. Contributions Receivable

Contributions receivable from donors as of August 31, 2021 and 2020 are \$236,642 and \$352,945, respectively, net of an allowance for doubtful accounts of \$27,931 and \$37,900, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2021:

2022	\$252,796
2023	3,397
2024	3,380
2025	2,000
2026	2,000
Thereafter	<u>1,000</u>
	<u>\$264,573</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

6. Revenues

Revenue by Easter Seals NH's core programs included in fees and tuition and grants consisted of the following:

	<u>Fees and Tuition</u>	<u>Grants</u>	<u>Total</u>
<u>2021</u>			
Residential and educational services	\$28,646,886	\$ 982,152	\$29,629,038
Community based services	2,190,706	20,537,778	22,728,484
Farnum Center	9,104,776	3,875,518	12,980,294
Family support services	7,150,066	352,915	7,502,981
Senior services	3,831,492	2,018,562	5,850,054
Transportation services	2,999,166	36,563	3,035,729
Outpatient and early support services	1,037,854	1,580,370	2,618,224
Children development services	1,922,827	587,504	2,510,331
Workforce development	2,111,411	5,831	2,117,242
Other programs	<u>1,025,577</u>	<u>3,119,181</u>	<u>4,144,758</u>
	<u>\$60,020,761</u>	<u>\$33,096,374</u>	<u>\$93,117,135</u>
<u>2020</u>			
Residential and educational services	\$27,664,586	\$ 1,450,202	\$29,114,788
Community based services	2,460,347	19,623,362	22,083,709
Farnum Center	11,736,621	2,350,671	14,087,292
Family support services	7,107,786	41,778	7,149,564
Senior services	4,203,679	1,628,049	5,831,728
Transportation services	2,848,237	35,182	2,883,419
Children development services	2,160,115	521,157	2,681,272
Outpatient and early support services	749,605	1,690,325	2,439,930
Workforce development	2,264,498	18,033	2,282,531
Other programs	<u>1,867,754</u>	<u>1,359,219</u>	<u>3,226,973</u>
	<u>\$63,063,228</u>	<u>\$28,717,978</u>	<u>\$91,781,206</u>

Revenues related to providing health services are recorded at the contracted rate for those that involved a third-party payor and less any implicit price concession. Substantially all such adjustments in 2021 and 2020 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2021 and 2020 from major payor sources is as follows:

	<u>2021</u>	<u>2020</u>
Private payors (includes coinsurance and deductibles)	\$2,845,213	\$ 3,308,385
Medicaid	6,243,173	8,453,760
Medicare	38,368	50,161
Self-pay	<u>(21,978)</u>	<u>(75,685)</u>
	<u>\$9,104,776</u>	<u>\$11,736,621</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

7. Leases*Operating*

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,145,000 and \$1,191,000 for the years ended August 31, 2021 and 2020, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2021, through the remaining contractual term of the underlying lease agreements, are as follows:

2022	\$1,052,625
2023	403,129
2024	165,219
2025	43,943
2026	<u>3,575</u>
Total	<u>\$1,668,491</u>

8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2021</u>	<u>2020</u>
Buildings	\$ 34,233,240	\$ 32,308,605
Land and land improvements	4,565,183	4,261,724
Leasehold improvements	79,367	83,027
Office equipment and furniture	10,032,195	10,637,421
Vehicles	2,467,043	2,536,824
Construction in progress	<u>678,379</u>	<u>34,154</u>
	52,055,407	49,861,755
Less accumulated depreciation and amortization	<u>(22,155,606)</u>	<u>(21,399,037)</u>
	<u>\$ 29,899,801</u>	<u>\$ 28,462,718</u>

Depreciation and amortization expense related to fixed assets totaled \$1,992,894 and \$1,952,115 in 2021 and 2020, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

9. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 242,131	\$ 546,327
Marketable equity securities	2,239,468	1,744,518
Mutual funds	25,484,877	16,125,311
Corporate and foreign bonds	397,883	534,722
Government and agency securities	<u>564,182</u>	<u>609,572</u>
	28,928,541	19,560,450
Less: assets limited as to use	<u>(2,357,939)</u>	<u>(2,154,522)</u>
Total investments, at fair value	<u>\$26,570,602</u>	<u>\$17,405,928</u>

The composition of assets limited as to use totaling \$2,357,939 and \$2,154,522 at August 31, 2021 and 2020, respectively, are investments under a deferred compensation plan (see note 10) at fair value.

10. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$816,000 and \$694,000 for the years ended August 31, 2021 and 2020, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$84,000 and \$95,500 to this plan during the years ended August 31, 2021 and 2020, respectively. The assets and liabilities associated with this plan were \$2,357,939 and \$2,154,522 at August 31, 2021 and 2020, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings

Borrowings consist of the following at August 31:

	<u>2021</u>	<u>2020</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR (which will be replaced with a benchmark rate in 2022), plus (b) 0.6501 times 2.45% (1.65% at August 31, 2021), due in annual principal payments increasing from \$47,083 to \$62,917 with a final payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$10,643,336	\$11,198,332
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$17,430 to \$21,180 with a final payment of \$4,539,703 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	5,897,177	6,206,321
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$150 to \$1,070 payable monthly through dates ranging from September 2021 through September 2025, secured by vehicles with a net book value of \$293,989 at August 31, 2021.	256,662	260,524
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$3,993,066 at August 31, 2021.	2,074,653	2,151,334
Note payable to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.35% and net of \$7,290 of principal and interest loan funding grant, through July 1, 2027, secured by an interest in certain property with a net book value of \$936,119 at August 31, 2021.	87,859	100,885
Notes payable to the State of New Hampshire, 0% interest, advance amount payable in full at date of maturity on November 30, 2020, if not forgiven.	—	1,140,000
Payroll Protection Program loan, 1% interest, advance amount payable in equal monthly payments of principal and interest commencing on the first business day after the end of the deferment period (July 31, 2022), due April 2026.	10,000,000	—
Note payable to NHHFA, 0% interest, repaid at the time of construction loan closing on the project or the project being determined infeasible by the Authority, in which case, the loan shall be forgiven, and no repayment expected.	45,000	—
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due October 2031, secured by an interest in certain property with a net book value of \$767,433 at August 31, 2021.	531,486	—

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

	<u>2021</u>	<u>2020</u>
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due March 2040, secured by an interest in certain property with a net book value of \$523,250 at August 31, 2021.	\$ 492,448	\$ —
Note payable to the City of Manchester, New Hampshire, 0% interest, annual principal payable of \$4,518 on October 1 each year for 10 years through October 2026 can be forgiven if certain conditions are met, secured by an interest in certain property with a net book value of \$767,433 at August 31, 2021	<u>72,280</u>	<u>—</u>
	30,100,901	21,057,396
Less current portion	1,222,914	2,198,630
Less net unamortized bond issuance costs	<u>106,616</u>	<u>112,726</u>
	<u>\$28,771,371</u>	<u>\$18,746,040</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2022	\$ 1,222,914
2023	3,645,114
2024	3,693,599
2025	3,733,141
2026	2,871,255
Thereafter	<u>14,934,878</u>
	<u>\$30,100,901</u>

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five-year term. Included in long-term debt are seventeen notes payable totaling \$256,662 and nineteen notes payable totaling \$260,524 at August 31, 2021 and 2020, respectively, that originated under this agreement. Availability under this agreement at August 31, 2021 and 2020 is \$243,338 and \$239,476, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

On August 31, 2015, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank. On February 26, 2019, an amendment changed the borrowing availability from \$4 million to \$7 million (a portion of which is secured by available letters of credit of \$24,000). On July 16, 2020, an amendment changed the outstanding advances from due on demand to a firm maturity date of June 30, 2022 and the interest rate charged on outstanding borrowings was revised to be the one-month LIBOR rate (which will be replaced with a benchmark rate in 2022) plus 2.25% (2.34% at August 31, 2021). Under an event of default, the interest rate will increase from the one-month LIBOR rate plus 2.25% to the then applicable interest rate plus 5.00%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals Vermont, Inc. and Farnum Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no amounts outstanding under this revolving line of credit agreement at August 31, 2021 and 2020.

On July 16, 2020, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank with borrowing availability of up to \$4 million. Outstanding advances were due upon the expiration date on November 16, 2020, and the revolving line of credit was not renewed upon expiration. The interest rate charged on outstanding borrowings was the one-month LIBOR rate plus 2.25%. Under an event of default, the interest rate would increase from the one-month LIBOR rate plus 2.25% to the then applicable rate plus 5.00%. The line was secured by a first priority interest in the securities and income in a specified Easter Seals New Hampshire, Inc. bank account held with the bank. The agreement required an unused fee in the amount of 0.15% on the average daily principal amount of the unused portion.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals New Hampshire, Inc. issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals New Hampshire, Inc. issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

Mortgage Notes Payable

On February 18, 2015, Easter Seals New Hampshire, Inc. and Farnum Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility of the agreement that was made between The Way Home, Inc. (the Organization) and NHHFA dated October 11, 2001 that obtained federal funding through the HOME Investment Partnership Programs (see note 15). The funds were used for improvements on 214 Spruce St in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on October 11, 2031, repayment of the balance is conditional based on if surplus cash available exceeds 25%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. So long as the Organization continues to comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay this loan or any interest. No payments were made in 2021. The note is secured by the property.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between the Organization and NHHFA dated March 17, 2010. The funds were used for the acquisition, construction and permanent financing on 224 Spruce St in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on March 17, 2040, repayment of the balance is conditional based on if surplus cash available exceeds 50%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. The note is secured by the property. No payments were made in 2021.

Notes Payable

Effective September 1, 2018, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between The Homemakers Health Services, Inc. and the City of Rochester, New Hampshire that obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main were \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.35% per annum. In addition, the City of Rochester, New Hampshire was approved for a loan funding grant in the amount of \$145,798, which consisted of the loan principal funding of \$105,018 and the loan interest funding of \$40,780. A net principal promissory note payable of \$236,355 was recorded with an issue date of July 1, 2017.

On June 25, 2020, Easter Seals New Hampshire, Inc. entered into a \$640,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this loan may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In November 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On June 25, 2020, Farnum Center entered into a \$500,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this note may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In October 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On October 14, 2020, Easter Seals New Hampshire, Inc. entered into agreement with NHHFA for a technical assistance loan in an amount not to exceed \$45,000 for the Rochester Supportive Housing Project (the project). The interest rate charged is fixed at 0.00%, and the loan shall be repaid at the time of construction loan closing on the project whether the project was financed with NHHFA funds or another funding source. Should the project not proceed to a closing, whether financed through NHHFA or another funding source, and the project be determined infeasible by NHHFA, then the loan shall be forgiven, and no repayment expected.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. **Borrowings (Continued)**

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement dated July 1, 2016 that was made between the Organization and the City of Manchester through the Community Improvement Program. The funds were used for facility upgrades on 214 Spruce St in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. Annual principal payments of \$4,518 commencing October 1, 2017 can be forgiven through October 1, 2026 so long as the Organization can demonstrate the agreed-upon objectives have been achieved. The note is secured by the property.

Payroll Protection Program Loan

On April 16, 2021, Easter Seals NH entered into a promissory note for an unsecured loan in the amount of \$10,000,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The loan and accrued interest had original terms that were forgivable after the covered period as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the period. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on Easter Seals NH's business.

Easter Seals NH intends to use the proceeds for purposes consistent with the PPP. While Easter Seals NH currently believes that its use of the loan proceeds will meet conditions for forgiveness of the loan, as of the date of issuance of these financial statements, there is no assurance that Easter Seals NH will not take actions that could cause Easter Seals NH to be ineligible for forgiveness of the loan, in whole or in part. Any unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first ten months. Beginning February 16, 2022, principal and interest payments for any unforgiven portion of the PPP loan will be due monthly through April 16, 2026. The PPP loan may be prepaid at any time without penalty.

Easter Seals NH has accounted for the PPP loan in accordance with the FASB ASC Topic 470 and included the full \$10,000,000 within debt in the August 31, 2021 consolidated statement of financial position.

Interest Rate Swap Agreement

Easter Seals New Hampshire, Inc. has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$10,643,336 and \$11,198,332 at August 31, 2021 and 2020, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled \$2,238,251 and \$2,897,074 at August 31, 2021 and 2020, respectively, \$387,067 and \$389,577 of which was current at August 31, 2021 and 2020, respectively. During the years ended August 31, 2021 and 2020, net payments required by the agreement totaled \$391,075 and \$327,834, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 14 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals New Hampshire, Inc. is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2021, Easter Seals New Hampshire, Inc. was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

12. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

13. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$105,185 and \$83,093 for the years ended August 31, 2021 and 2020, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

14. Fair Value of Financial Instruments

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 their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments 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 instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other 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 fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2021 and 2020.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

At August 31, 2021 and 2020, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2021</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 242,131	\$ —	\$ —	\$ 242,131
Marketable equity securities:				
Large-cap	1,598,724	—	—	1,598,724
International	640,743	—	—	640,743
Mutual funds, open-ended:				
Short-term fixed income	12,415,237	—	—	12,415,237
Intermediate-term bond fund	3,051,709	—	—	3,051,709
High yield bond fund	86,611	—	—	86,611
Foreign bond	22,597	—	—	22,597
Government securities	165,842	—	—	165,842
Emerging markets bond	215,384	—	—	215,384
International equities	1,559,537	—	—	1,559,537
Domestic, large-cap	1,549,560	—	—	1,549,560
Domestic, small-cap	61,390	—	—	61,390
Domestic, multi alt	819,941	—	—	819,941
Real estate fund	220,075	—	—	220,075
Mutual funds, closed-ended:				
Domestic, large-cap	4,164,781	—	—	4,164,781
Domestic, mid-cap	465,969	—	—	465,969
Domestic, small-cap	686,244	—	—	686,244
Corporate and foreign bonds	—	397,883	—	397,883
Government and agency securities	—	564,183	—	564,183
	<u>\$27,966,475</u>	<u>\$ 962,066</u>	<u>\$ —</u>	<u>\$28,928,541</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 2,240	\$ —	\$ —	\$ 2,240
Marketable equity securities:				
Large-cap	88,345	—	—	88,345
Mutual funds:				
Domestic, fixed income	—	28,734	—	28,734
	<u>\$ 90,585</u>	<u>\$ 28,734</u>	<u>\$ —</u>	<u>\$ 119,319</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,238,251</u>	<u>\$ 2,238,251</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2020</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 546,327	\$ —	\$ —	\$ 546,327
Marketable equity securities:				
Large-cap	1,208,402	—	—	1,208,402
International	536,116	—	—	536,116
Mutual funds, open-ended:				
Short-term fixed income	5,026,296	—	—	5,026,296
Intermediate-term bond fund	1,947,550	—	—	1,947,550
High yield bond fund	74,999	—	—	74,999
Foreign bond	26,714	—	—	26,714
Government securities	242,220	—	—	242,220
Emerging markets bond	143,155	—	—	143,155
International equities	1,360,028	—	—	1,360,028
Domestic, large-cap	1,192,791	—	—	1,192,791
Domestic, small-cap	175,488	—	—	175,488
Domestic, multi alt	775,870	—	—	775,870
Real estate fund	167,649	—	—	167,649
Mutual funds, closed-ended:				
Domestic, large-cap	4,214,602	—	—	4,214,602
Domestic, mid-cap	326,214	—	—	326,214
Domestic, small-cap	451,735	—	—	451,735
Corporate and foreign bonds	—	534,722	—	534,722
Government and agency securities	—	609,572	—	609,572
	<u>\$18,416,156</u>	<u>\$1,144,294</u>	<u>\$ —</u>	<u>\$19,560,450</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 5,407	\$ —	\$ —	\$ 5,407
Marketable equity securities:				
Large-cap	87,109	—	—	87,109
Mutual funds:				
Domestic, fixed income	—	27,499	—	27,499
	<u>\$ 92,516</u>	<u>\$ 27,499</u>	<u>\$ —</u>	<u>\$ 120,015</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,897,074</u>	<u>\$ 2,897,074</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2021 and 2020:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2019	\$ (2,654,993)
Change in fair value	<u>(242,081)</u>
Ending balance, August 31, 2020	(2,897,074)
Change in fair value	<u>658,823</u>
Ending balance, August 31, 2021	<u><u>\$ (2,238,251)</u></u>

15. Acquisition of The Way Home

On October 28, 2020, Easter Seals NH began providing financial and operational management to The Way Home (the Organization). On July 1, 2021, Easter Seals NH acquired the Organization for no consideration. This affiliation was accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Upon affiliation, the Organization became a program of Easter Seals NH. The financial position of the Organization, recorded at fair value upon affiliation as of July 1, 2021, was as follows:

Assets:

Cash and cash equivalents	\$ 257,622
Restricted cash	107,791
Program and other accounts receivable	253,631
Prepaid expenses and other current assets	11,319
Other assets	252,995
Fixed assets	<u>1,307,228</u>
Total assets	2,190,586

Liabilities:

Accrued expenses	(28,577)
Deferred revenue	(26,307)
Other liabilities	(336,916)
Long-term debt	<u>(1,096,214)</u>
Total liabilities	<u>(1,488,014)</u>

Contribution of net assets from acquisition	<u>\$ 702,572</u>
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OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2021

ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,362,485	\$ 680	\$ 21,041	\$ 4,807	\$ —	\$14,389,013
Restricted cash	82,461	—	—	—	—	82,461
Short-term investments, at fair value	10,681,421	—	—	—	—	10,681,421
Accounts receivable from affiliates	—	8,293,852	564,017	—	(8,857,869)	—
Program and other accounts receivable	6,754,763	942,023	819,392	77,160	—	8,593,338
Contributions receivable, net	219,930	2,749	2,186	—	—	224,865
Prepaid expenses and other current assets	<u>600,915</u>	<u>12,252</u>	<u>12,684</u>	<u>7,851</u>	<u>—</u>	<u>633,702</u>
Total current assets	32,701,975	9,251,556	1,419,320	89,818	(8,857,869)	34,604,800
Assets limited as to use	2,357,939	—	—	—	—	2,357,939
Investments, at fair value	14,916,185	962,256	—	10,740	—	15,889,181
Other assets	378,877	—	—	—	—	378,877
Fixed assets, net	<u>19,285,292</u>	<u>10,536,119</u>	<u>74,328</u>	<u>4,062</u>	<u>—</u>	<u>29,899,801</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,311,091	\$ 35	\$ 553	\$ 872	\$ —	\$ 2,312,551
Accrued expenses	6,596,298	298,467	20	350	—	6,895,135
Accounts payable to affiliates	4,872,222	—	—	3,985,647	(8,857,869)	—
Deferred revenue	990,620	851,279	5,792	14,892	—	1,862,583
Current portion of interest rate swap agreement	387,067	—	—	—	—	387,067
Current portion of long-term debt	<u>1,030,748</u>	<u>192,166</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,222,914</u>
Total current liabilities	16,188,046	1,341,947	6,365	4,001,761	(8,857,869)	12,680,250
Other liabilities	2,682,812	—	—	—	—	2,682,812
Interest rate swap agreement, less current portion	1,851,184	—	—	—	—	1,851,184
Long-term debt, less current portion, net	<u>22,615,261</u>	<u>6,156,110</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>28,771,371</u>
Total liabilities	43,337,303	7,498,057	6,365	4,001,761	(8,857,869)	45,985,617
Net assets (deficit):						
Without donor restrictions	20,884,644	12,641,512	1,401,174	(3,900,866)	—	31,026,464
With donor restrictions	<u>5,418,321</u>	<u>610,362</u>	<u>86,109</u>	<u>3,725</u>	<u>—</u>	<u>6,118,517</u>
Total net assets (deficit)	<u>26,302,965</u>	<u>13,251,874</u>	<u>1,487,283</u>	<u>(3,897,141)</u>	<u>—</u>	<u>37,144,981</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2020

ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 8,189,207	\$ 700	\$ 29,341	\$ 15,346	\$ —	\$ 8,234,594
Short-term investments, at fair value	3,555,005	—	—	—	—	3,555,005
Accounts receivable from affiliates	—	9,051,773	657,994	—	(9,709,767)	—
Program and other accounts receivable	6,637,661	1,668,821	641,953	97,745	—	9,046,180
Contributions receivable, net	290,139	14,590	10,061	15,155	—	329,945
Prepaid expenses and other current assets	<u>659,444</u>	<u>11,035</u>	<u>25,062</u>	<u>4,598</u>	<u>—</u>	<u>700,139</u>
Total current assets	19,331,456	10,746,919	1,364,411	132,844	(9,709,767)	21,865,863
Assets limited as to use	2,017,343	100,255	36,924	—	—	2,154,522
Investments, at fair value	12,983,929	858,209	—	8,785	—	13,850,923
Other assets	143,015	—	—	—	—	143,015
Fixed assets, net	<u>17,576,923</u>	<u>10,778,130</u>	<u>103,724</u>	<u>3,941</u>	<u>—</u>	<u>28,462,718</u>
	<u>\$52,052,666</u>	<u>\$22,483,513</u>	<u>\$1,505,059</u>	<u>\$ 145,570</u>	<u>\$(9,709,767)</u>	<u>\$66,477,041</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 1,987,762	\$ 499	\$ 10,697	\$ 1,522	\$ —	\$ 2,000,480
Accrued expenses	6,352,379	797,915	5,237	405	—	7,155,936
Accounts payable to affiliates	5,725,629	—	—	3,984,138	(9,709,767)	—
Deferred revenue	702,945	577,636	11,754	47,319	—	1,339,654
Current portion of interest rate swap agreement	389,577	—	—	—	—	389,577
Current portion of long-term debt	<u>1,512,628</u>	<u>686,002</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>2,198,630</u>
Total current liabilities	16,670,920	2,062,052	27,688	4,033,384	(9,709,767)	13,084,277
Other liabilities	2,017,343	100,255	36,924	—	—	2,154,522
Interest rate swap agreement, less current portion	2,507,497	—	—	—	—	2,507,497
Long-term debt, less current portion, net	<u>12,400,482</u>	<u>6,345,558</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>18,746,040</u>
Total liabilities	33,596,242	8,507,865	64,612	4,033,384	(9,709,767)	36,492,336
Net assets (deficit):						
Without donor restrictions	12,948,855	13,317,071	1,434,675	(3,887,814)	—	23,812,787
With donor restrictions	<u>5,507,569</u>	<u>658,577</u>	<u>5,772</u>	<u>—</u>	<u>—</u>	<u>6,171,918</u>
Total net assets (deficit)	<u>18,456,424</u>	<u>13,975,648</u>	<u>1,440,447</u>	<u>(3,887,814)</u>	<u>—</u>	<u>29,984,705</u>
	<u>\$52,052,666</u>	<u>\$22,483,513</u>	<u>\$1,505,059</u>	<u>\$ 145,570</u>	<u>\$(9,709,767)</u>	<u>\$66,477,041</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 876,642	\$ 55,736	\$ 47,117	\$ 81,165	\$ —	\$ 1,060,660
Special events, net	1,216,723	40,522	91,639	31,092	—	1,379,976
Annual campaigns, net	436,622	6,079	12,125	1,463	—	456,289
Bequests	<u>4,091</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,091</u>
Total public support	2,534,078	102,337	150,881	113,720	—	2,901,016
Revenue:						
Fees and tuition	43,397,874	9,104,776	7,150,066	438,916	(70,871)	60,020,761
Grants	28,138,237	3,877,583	622,212	458,342	—	33,096,374
Dividend and interest income	607,365	26,794	1	240	—	634,400
Rental income	29,775	—	—	—	—	29,775
Intercompany revenue	2,171,005	—	—	—	(2,171,005)	—
Other	<u>538,083</u>	<u>—</u>	<u>11,412</u>	<u>51</u>	<u>—</u>	<u>549,546</u>
Total revenue	<u>74,882,339</u>	<u>13,009,153</u>	<u>7,783,691</u>	<u>897,549</u>	<u>(2,241,876)</u>	<u>94,330,856</u>
Total public support and revenue	77,416,417	13,111,490	7,934,572	1,011,269	(2,241,876)	97,231,872
Operating expenses:						
Program services:						
Public health education	40,035	—	1,212	1,211	—	42,458
Professional education	3,192	—	—	—	—	3,192
Direct services	<u>62,168,239</u>	<u>12,591,072</u>	<u>7,058,225</u>	<u>861,379</u>	<u>(82,939)</u>	<u>82,595,976</u>
Total program services	62,211,466	12,591,072	7,059,437	862,590	(82,939)	82,641,626

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,414,586	\$ 1,330,879	\$ 755,146	\$ 85,846	\$(2,158,937)	\$ 9,427,520
Fundraising	<u>1,084,072</u>	<u>18,207</u>	<u>73,153</u>	<u>74,124</u>	<u>—</u>	<u>1,249,556</u>
Total supporting services	<u>10,498,658</u>	<u>1,349,086</u>	<u>828,299</u>	<u>159,970</u>	<u>(2,158,937)</u>	<u>10,677,076</u>
Total functional expenses	72,710,124	13,940,158	7,887,736	1,022,560	(2,241,876)	93,318,702
Support of National programs	<u>105,185</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>105,185</u>
Total operating expenses	<u>72,815,309</u>	<u>13,940,158</u>	<u>7,887,736</u>	<u>1,022,560</u>	<u>(2,241,876)</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,601,108	(828,668)	46,836	(11,291)	—	3,807,985
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	658,823	—	—	—	—	658,823
Net unrealized and realized gains on investments, net	1,919,950	110,636	—	1,964	—	2,032,550
Decrease in fair value of beneficial interest in trust held by others	(696)	—	—	—	—	(696)
Contribution of net assets from acquisition	702,572	—	—	—	—	702,572
Other non-operating losses	<u>(35,216)</u>	<u>(5,742)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(40,958)</u>
	<u>3,245,433</u>	<u>104,894</u>	<u>—</u>	<u>1,964</u>	<u>—</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,846,541	(723,774)	46,836	(9,327)	—	7,160,276
Net assets (deficit) at beginning of year	<u>18,456,424</u>	<u>13,975,648</u>	<u>1,440,447</u>	<u>(3,887,814)</u>	<u>—</u>	<u>29,984,705</u>
Net assets (deficit) at end of year	<u>\$26,302,965</u>	<u>\$13,251,874</u>	<u>\$1,487,283</u>	<u>\$(3,897,141)</u>	<u>\$—</u>	<u>\$37,144,981</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2020

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,015,569	\$ 67,583	\$ 28,592	\$ 84,485	\$ (210)	\$ 1,196,019
Special events, net	796,223	58,700	(11,698)	14,844	-	858,069
Annual campaigns, net	386,951	8,828	19,394	16,962	-	432,135
Bequests	<u>221,908</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>221,908</u>
Total public support	2,420,651	135,111	36,288	116,291	(210)	2,708,131
Revenue:						
Fees and tuition	43,836,114	11,736,621	7,107,786	421,013	(38,306)	63,063,228
Grants	25,622,352	2,380,105	270,533	444,988	-	28,717,978
Dividend and interest income	564,099	34,199	2	152	-	598,452
Rental income	34,045	-	-	-	-	34,045
Intercompany revenue	2,077,046	-	-	-	(2,077,046)	-
Other	<u>511,743</u>	<u>1,940</u>	<u>11,684</u>	<u>-</u>	<u>(617)</u>	<u>524,750</u>
Total revenue	<u>72,645,399</u>	<u>14,152,865</u>	<u>7,390,005</u>	<u>866,153</u>	<u>(2,115,969)</u>	<u>92,938,453</u>
Total public support and revenue	75,066,050	14,287,976	7,426,293	982,444	(2,116,179)	95,646,584
Operating expenses:						
Program services:						
Public health education	116,006	157	5,066	7,865	-	129,094
Professional education	10,963	-	-	-	-	10,963
Direct services	<u>63,292,213</u>	<u>13,461,550</u>	<u>6,903,698</u>	<u>871,794</u>	<u>(68,882)</u>	<u>84,460,373</u>
Total program services	63,419,182	13,461,707	6,908,764	879,659	(68,882)	84,600,430

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 8,786,396	\$ 1,308,533	\$ 659,497	\$ 94,875	\$ (2,047,297)	\$ 8,802,004
Fundraising	<u>731,676</u>	<u>12,237</u>	<u>80,874</u>	<u>66,695</u>	<u>—</u>	<u>891,482</u>
Total supporting services	<u>9,518,072</u>	<u>1,320,770</u>	<u>740,371</u>	<u>161,570</u>	<u>(2,047,297)</u>	<u>9,693,486</u>
Total functional expenses	72,937,254	14,782,477	7,649,135	1,041,229	(2,116,179)	94,293,916
Support of National programs	<u>83,093</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>83,093</u>
Total operating expenses	<u>73,020,347</u>	<u>14,782,477</u>	<u>7,649,135</u>	<u>1,041,229</u>	<u>(2,116,179)</u>	<u>94,377,009</u>
Increase (decrease) in net assets from operations	2,045,703	(494,501)	(222,842)	(58,785)	—	1,269,575
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	(242,081)	—	—	—	—	(242,081)
Net unrealized and realized gains on investments, net	745,394	60,243	—	253	—	805,890
Increase in fair value of beneficial interest in trust held by others	21,320	—	—	—	—	21,320
Other non-operating gains	<u>2,732</u>	<u>—</u>	<u>—</u>	<u>(1,230)</u>	<u>—</u>	<u>1,502</u>
	<u>527,365</u>	<u>60,243</u>	<u>—</u>	<u>(977)</u>	<u>—</u>	<u>586,631</u>
Total increase (decrease) in net assets	2,573,068	(434,258)	(222,842)	(59,762)	—	1,856,206
Net assets (deficit) at beginning of year	<u>15,883,356</u>	<u>14,409,906</u>	<u>1,663,289</u>	<u>(3,828,052)</u>	<u>—</u>	<u>28,128,499</u>
Net assets (deficit) at end of year	<u>\$18,456,424</u>	<u>\$13,975,648</u>	<u>\$1,440,447</u>	<u>\$(3,887,814)</u>	<u>\$—</u>	<u>\$29,984,705</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$54,463,022	\$ 9,581,703	\$6,411,920	\$ 646,210	\$ —	\$71,102,855
Professional fees	9,182,159	2,141,444	829,028	143,557	(2,171,005)	10,125,183
Supplies	1,476,716	650,916	29,933	3,295	—	2,160,860
Telephone	513,556	96,374	77,986	11,901	—	699,817
Postage and shipping	44,122	1,252	6,284	1,026	—	52,684
Occupancy	1,865,409	591,596	303,110	37,907	—	2,798,022
Outside printing, artwork and media	15,847	—	3,648	1,504	—	20,999
Travel	1,086,342	53,597	136,785	18,620	(44,559)	1,250,785
Conventions and meetings	57,117	17,992	2,288	404	—	77,801
Specific assistance to individuals	1,217,642	11,114	23,172	153,947	(26,312)	1,379,563
Dues and subscriptions	29,689	12,859	28	550	—	43,126
Minor equipment purchases and equipment rentals	283,256	30,576	2,110	866	—	316,808
Ads, fees and miscellaneous	344,507	21,702	21,555	542	—	388,306
Interest	685,065	223,934	—	—	—	908,999
Depreciation and amortization	<u>1,445,675</u>	<u>505,099</u>	<u>39,889</u>	<u>2,231</u>	<u>—</u>	<u>1,992,894</u>
	<u>\$72,710,124</u>	<u>\$13,940,158</u>	<u>\$7,887,736</u>	<u>\$1,022,560</u>	<u>\$(2,241,876)</u>	<u>\$93,318,702</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2020

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$56,079,004	\$ 9,840,481	\$6,214,397	\$ 652,361	\$ —	\$72,786,243
Professional fees	8,151,730	2,234,990	747,611	135,384	(2,077,663)	9,192,052
Supplies	1,507,517	789,733	30,386	5,252	—	2,332,888
Telephone	509,391	92,915	64,461	13,685	—	680,452
Postage and shipping	45,285	2,092	4,995	1,163	—	53,535
Occupancy	1,756,763	664,349	300,734	43,235	—	2,765,081
Outside printing, artwork and media	43,369	1,087	5,241	2,099	—	51,796
Travel	1,305,006	61,687	190,480	19,971	(38,306)	1,538,838
Conventions and meetings	143,658	40,616	14,775	2,327	(210)	201,166
Specific assistance to individuals	761,474	26,452	15,114	159,522	—	962,562
Dues and subscriptions	24,928	8,593	200	—	—	33,721
Minor equipment purchases and equipment rentals	256,512	42,237	4,889	3,741	—	307,379
Ads, fees and miscellaneous	254,998	257,771	18,862	1,629	—	533,260
Interest	705,741	230,777	—	—	—	936,518
Depreciation and amortization	1,416,670	495,765	37,081	2,599	—	1,952,115
Miscellaneous business tax	(24,792)	(7,068)	(91)	(1,739)	—	(33,690)
	<u>\$72,937,254</u>	<u>\$14,782,477</u>	<u>\$7,649,135</u>	<u>\$1,041,229</u>	<u>\$ (2,116,179)</u>	<u>\$94,293,916</u>



NH, VT & Farnum

Chairman

Andrew MacWilliam

Past Chairman

Matthew Boucher

Vice Chairman

Thomas Sullivan

Treasurer

Bryan Bouchard

Assistant Treasurer

Paul Voegelin

Secretary

Mary Flowers

General Counsel & Assistant Secretary

Bradford Cook (non-voting)

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Charles Panasis

Tracey Pelton

Richard Rawlings

Linda Roth

Sanjeev Srinivasan

Rob Wiczorek

MARY FRANCES SCHOENLEY

EXPERIENCE

Center Manager – Servicelink: supervisor staff responsible for providing specific work functions under a State contract to include information and referral for long term support services; Medicare assistance, caregiver grant program; home and community/long term care Medicaid assistance. Responsibility to maintain fiscal program expenditure.

Long Term Support Counselor/Caregiver Specialist: provide options counseling to individuals and families. Submit required reports. Manage Caregiver Grant program for Hillsborough County. Assess caregiver needs, allocate money under grant requirements. Run care giver support group. Submit required reports on programs as required

1/2011-6/2011: Easter Seals (Seniors Count)

Program Manager: maintain Administration on Aging Grant project to assist frail elders in community including submittal of required semi-annual reports. Manage Mary Gale Flex fund Program providing emergency monies to qualified females.

11/10 to 1/2011: Easter Seals (Seniors Count)

Seniors Count Liaison/LongTerm Support Counselor: maintain an ongoing link with the frail elderly in the community through advocacy and support.

6/10 – 11/10: Easter Seals (ServiceLink)

Long Term Support Counselor: Provide options counseling to elderly and disabled adults and family members relating to current situations and long term care solutions.

9/05 – to 1/2011: Target (Bedford and Salem NH stores)

Human Resources/Cash office/Guest Services/Comparative Shopper: Assisted HR executive in maintaining human resources department including scheduling, payroll, employment screening of applications, interviews, orientation and completion of all required forms for hiring. Data management in compliance with NH Labor Department Regulations and Target policies. Cash office accounting. Provided guests assistance with purchases, returns, concerns and complaints following Target policies. Assisted Target departments including pricing, presentation and logistics(flow), Maintained HR Department as necessary when assigned Executive was unavailable.

12/2003 – 8/2005: Green briar Terrace Healthcare

Director – Social Service Department: Managed Social Service Department for a 300 bed facility. Responsibilities included supervision, directing social service activities, staffing and department planning and budgeting. Provided auditing and reporting resource in support of Performance Improvement initiatives; Scheduled and coordinated monthly Care Plan meetings with interdisciplinary team, residents, and family members; acted as internal resident advocate. Assist with outreach and community service coordination for rehabilitative patients upon discharge. Maintain an active social service caseload from 80 to 240 residents dependent upon staffing availability.

12/2001-12/2003: BAE Systems

Data Manager: Responsible for maintaining internal and deliverable documentation for five projects within a major Department of Defense program environment. Prepared and maintained document delivery schedules and administered data review processes through in-depth editing of documents to ensure compliance with contractual requirements Maintained electronic databases, shared areas, and data file repositories. Interfaced directly with Government customer representatives and provided routine status and process briefings as required. (Top Secret Security Clearance)

10/1991 – 11/2001: NH Department of Health and Human Services – Manchester District Office:

Social Worker/ Assessment Supervisor: Facilitated and managed implementation of Federal programs by providing direct client/family support through home visits and/or phone calls. Coordinated and arranged in-home community services through case plans. Monitored Provider services and performed quality review of community services. Investigated Protective incident reports in accordance with program guidelines. Supervised 6 assessment workers. Assigned cases; performed annual personnel reviews; reviewed required case documentation, provided documentation/case status reports. Maintained group budget and monitored expenditures. Managed on-going caseloads for clients of DCYF.

EDUCATION

Master of Business Administration Rivier College, January 2002 (Health Administration)

Bachelor of Arts (Psychology), University of New Hampshire, 1977

Post Bachelors Certificate Program courses (Health Administration/Planning), University of New Hampshire, 1986-88

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Schoenley, Mary	SLRC Manager	\$ 63,482



46D mac

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

Lori A. Shibiante
Commissioner

Deborah D. Scheetz
Director

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

June 15, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed \$1,308,960 for adult day program services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 56.65% Federal Funds. 43.35% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$356,640.00
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$140,760.00
VNA at HCS, Inc.	177274	Keene, NH	\$237,720.00
Memorial Elder Health Services	TBD	No. Conway, NH	\$74,400.00
Nashua Adult Day Health, LLC	TBD	Nashua	\$499,440.00
		Total:	\$1,308,960.00

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide adult day program services pursuant to the Older Americans Act, Title III Services and the Social Services Block Grant Programs, Title XX. The Contractors will provide adult day program services for individuals who reside in independent living settings and who meet the eligibility criteria.

Approximately 300 individuals will be served from July 1, 2020, to June 30, 2022.

The Contractors will provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services will be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department will monitor contracted services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/20/2020 through 4/9/2020. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

The Department requested that the Governor approve the addition of \$199,980 to the contracts listed in the table in the Requested Action Section to provide emergency federal COVID-19 funding to the Contractors to better support older, isolated, and frail adults, and adults 18-59 years of age with physical disabilities and/or chronic illnesses, who have become increasingly isolated during the COVID-19 pandemic. See the corresponding informational item on the 6/24/20 G&C agenda.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

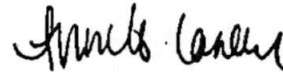
Should the Governor and Executive Council not authorize this request, individuals in need of adult day care services may not be served, and the lack of these services may jeopardize family caregivers' ability to continue to support these individuals at home.

Areas served: Statewide.

Source of Funds: 62.40% Federal Funds (CFDA # #93.044, FAIN #2001NHOASS-01, CFDA #93.667, FAIN #2001NHSOSR, and CFDA #93.044, FAIN #2001NHSSC3-00), and 37.60% General Funds

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

Respectfully submitted,



Ann H. Landry

Associate Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 50% FEDERAL, 50% GENERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$83,760.00
540-500382	SS Contracts	2022	\$83,760.00
		<i>Subtotal</i>	<i>\$167,520.00</i>

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$12,480.00
540-500382	SS Contracts	2022	\$12,480.00
		<i>Subtotal</i>	<i>\$24,960.00</i>

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$39,840.00
540-500382	SS Contracts	2022	\$39,840.00
		<i>Subtotal</i>	<i>\$79,680.00</i>

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$23,640.00
540-500382	SS Contracts	2022	\$23,640.00
		<i>Subtotal</i>	<i>\$47,280.00</i>

Easter Seals New Hampshire, Inc -Manchester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$38,280.00
540-500382	SS Contracts	2022	\$38,280.00
			<i>\$76,560.00</i>

Fiscal Details

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$21,540.00
540-500382	SS Contracts	2022	\$21,540.00
			\$43,080.00

05-95-48-481010-7872; Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$219,540.00
540-500382	SS Contracts	2022	\$219,540.00
		<i>Subtotal</i>	\$439,080.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Federal Funds; 40% General Funds)

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$165,960.00
566-500918	Contracts for Prog Svcs	2022	\$165,960.00
		<i>Subtotal</i>	\$331,920.00

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$24,720.00
566-500918	Contracts for Prog Svcs	2022	\$24,720.00
		<i>Subtotal</i>	\$49,440.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$79,020.00
566-500918	Contracts for Prog Svcs	2022	\$79,020.00
		<i>Subtotal</i>	\$158,040.00

Fiscal Details

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$46,740.00
566-500918	Contracts for Prog Svcs	2022	\$46,740.00
		Subtotal	\$93,480.00

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$75,840.00
566-500918	Contracts for Prog Svcs	2022	\$75,840.00
		Subtotal	\$151,680.00

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$42,660.00
566-500918	Contracts for Prog Svcs	2022	\$42,660.00
		Subtotal	\$85,320.00

05-95-48-481010-9255 Summary for All Vendors			
Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$434,940.00
566-500918	Contracts for Prog Svcs	2022	\$434,940.00
		Subtotal	\$869,880.00

05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, CARES ACT TITLE III GRANTS, 100% FEDERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$76,320.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$76,320.00

Fiscal Details

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$11,340.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$11,340.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$36,360.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$36,360.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$21,480.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$21,480.00

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$34,860.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$34,860.00

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$19,620.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$19,620.00

05:95:48:481010:1917 Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$199,980.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$199,980.00

Fiscal Details

Summary by Vendor by Year
Nashua Adult Day Health, LLC

		SFY	Modified Budget
		2021	\$326,040.00
		2022	\$249,720.00
		<i>Subtotal</i>	\$575,760.00

Memorial Elder Health Services

		SFY	Modified Budget
		2021	\$48,540.00
		2022	\$37,200.00
		<i>Subtotal</i>	\$85,740.00

VNA at HCS, Inc.

		SFY	Modified Budget
		2021	\$155,220.00
		2022	\$118,860.00
		<i>Subtotal</i>	\$274,080.00

Area Agency of Greater Nashua, Inc.

		SFY	Modified Budget
		2021	\$91,860.00
		2022	\$70,380.00
		<i>Subtotal</i>	\$162,240.00

Easter Seals New Hampshire, Inc - Manchester

		SFY	Modified Budget
		2021	\$148,980.00
		2022	\$114,120.00
		<i>Subtotal</i>	\$263,100.00

Easter Seals New Hampshire, Inc - Rochester

		SFY	Modified Budget
		2021	\$83,820.00
		2022	\$64,200.00
		<i>Subtotal</i>	\$148,020.00

Grand Total SFY21	2021	\$854,460.00
Grand Total SFY22	2022	\$654,480.00
Total Contract		\$1,508,940.00



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

Adult Day Care Services

RFA Name

RFA-2021-DLTSS-02-ADULT

RFA Number

Reviewer Names

Bidder Name

1. EASTER SEALS NEW HAMPSHIRE, INC.
2. Gateways Community Services
3. HOME HEALTHCARE, HOSPICE AND
COMMUNITY SERVICES, INC.
4. Memorial Elder Health Services
5. NASHUA ADULT DAY HEALTH, LLC

Pass	Fail
Pass	
Pass	
Pass	
Pass	
Pass	

1. Thom O'Connor, Administrator I
2. Jean Couch, Supervisor VII
3. Tracey Tarr, Administrator II

Subject: Adult Day Program Services (RFA-2021-DLTSS-02-ADULT-01) _____

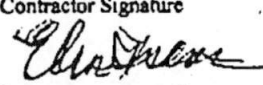
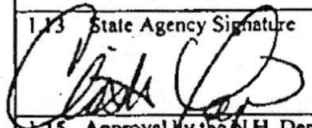
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Easter Seals New Hampshire, Inc		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 555-8863	1.6 Account Number 05-95-48-481010-7872-540-500382; 05-95-48-481010-9255-566500918; 05-95-48-481010-1917-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$411,120
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: <u>6/10/2020</u>		1.12 Name and Title of Contractor Signatory Elin Treanor, CFO	
1.13 State Agency Signature  Date: <u>6-8-2020</u>		1.14 Name and Title of State Agency Signatory Christi Tappin, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Catherine Pinos</u> On: <u>06/10/20</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials ET
 Date 6/10/2020

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Contractor Initials ET
Date 6/17/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date

ET
11/8/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) of years additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

ET

6/8/20



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services under this Agreement for individuals who are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, or who are not eligible for other New Hampshire Medicaid services, or who are not receiving the same or similar services through the Veterans' Administration.
- 1.2. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from (8:00 am to 5:00 pm), excluding state and federal holidays.
- 1.4. The Contractor shall provide Adult Day Program Services in Manchester, New Hampshire and in Rochester, New Hampshire.
- 1.5. The Contractor shall be licensed as an adult day program in accordance with RSA 151:21 (f) and as governed by New Hampshire Code of Administrative Rules Part He-P 818, Adult Day Programs.
- 1.6. The Contractor shall provide services in accordance with New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB Supportive Services, governing Adult Day Program Services.
- 1.7. The Contractor shall provide services and administration of the program in accordance with the applicable federal and state laws, NH Administrative Rules He-E 501 and He-E 502, policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.8. The Contractor shall provide services in a supervised setting for fewer than twelve (12) hours a day to individuals 18 years of age and older, based on an individual's needs, which may include, but are not limited to:
 - 1.8.1. Assistance with activities of daily living.
 - 1.8.2. Nursing care and rehabilitation services.
 - 1.8.3. Recreational, social, cognitive and physical stimulation activities.
 - 1.8.4. Monitoring of the individual's condition
 - 1.8.5. Counseling, as appropriate, on nutrition, hygiene or other related matters.
 - 1.8.6. Referrals to other services and resources as necessary.
 - 1.8.7. Assistance and support to caregiving families



EXHIBIT B

- 1.9. The State reserves the right to require services to be concurrently provided in facilities and in an alternative setting. The Contractor may:
 - 1.9.1. Provide adult day program services in an alternative setting approved by the Department, during a declaration of emergency or disaster issued by the Governor. The Contractor shall:
 - 1.9.1.1. Comply with all laws, rules, and guidance in accordance with the State of New Hampshire and the federal Older American Act Services.
 - 1.9.1.2. Comply with guidelines from the Centers for Disease Control and Prevention (CDC) and the Department, as directed by the Department during emergencies.
 - 1.9.1.3. Obtain Department consent for modifications due to suspended in-facility services.
 - 1.9.1.4. Provide services in accordance with guidance from the Department that include, but are not limited to:
 - 1.9.1.4.1. Continuation of certain services, telephonically or via video chat, to individuals currently receiving services.
 - 1.9.1.4.2. Completion of the Daily Care Connection form issued by the Department for each remote contact with a participant.
- 1.10. The Contractor shall provide services to individuals referred by:
 - 1.10.1. The Adult Protection Program.
 - 1.10.2. Direct application to the Contractor for services.
 - 1.10.3. NH ServiceLink Resource Centers and other community agencies.
 - 1.10.4. Self-referral.
- 1.11. The Contractor shall conduct an expedited intake for individuals referred by the Adult Protection Program in accordance with the NH Administrative Rules He-E 501 and 502, which include, but are not limited to:
 - 1.11.1. Waiving application, determination and redetermination requirements.
 - 1.11.2. Utilizing information provided by Adult Protective Program staff to provide appropriate services.
 - 1.11.3. Reporting suspected abuse, neglect, self-neglect and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
 - 1.11.4. Making a good-faith effort to ensure the provision of services.

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT B

- 1.11.5. Informing the referring Adult Protective Program staff of any changes to the referred individual's situation, or other concerns.
- 1.12. The Contractor shall determine eligibility for services, and complete an intake and an application for services for individuals who apply directly to the Contractor, in accordance with NH Administrative Rules He-E 501 and 502.
- 1.13. The Contractor shall provide written notice of eligibility to each individual who applies to the Contractor for services no later than forty-five (45) days from the date eligibility is determined, which includes, but is not limited to:
 - 1.13.1. Services to be provided including frequency; and
 - 1.13.2. Beginning and end dates for the period of eligibility; or
 - 1.13.3. If the individual is determined to not be eligible for service(s), the notice shall include, but is not limited to:
 - 1.13.3.1. The reason(s) for the denial;
 - 1.13.3.2. A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision; and
 - 1.13.3.3. Contact information for requesting an administrative hearing, as described in New Hampshire Administrative Rule He-E 501.11.
- 1.14. The Contractors shall use the Department's Form 3000 application when determining eligibility pursuant to NH Administrative Rule He-E 501 (Title XX).
- 1.15. The Contractor shall submit its policies and procedures for client eligibility determination and redetermination to the Department for review and approval, within 30 days of the start of each State Fiscal Year. The Contractor shall:
 - 1.15.1. Terminate services when:
 - 1.15.1.1. The individual or his or her authorized representative requests that the services be terminated.
 - 1.15.1.2. The individual no longer meets the eligibility requirements for services.
 - 1.15.1.3. Funding by the State for the service(s) is no longer available.
 - 1.15.1.4. The individual did not reapply for services as required by program rules.
 - 1.15.1.5. The individual is admitted to a nursing home or residential care facility.
 - 1.15.2. Request a service authorization from the Department for each individual determined eligible for services.



EXHIBIT B

- 1.15.3. Submit a completed Form 3502 "Contract Service Authorization-New Authorization," in accordance with NH Administrative rule He-E 501.15, for each client determined eligible for services. The completed Form 3502 may include more than one services and shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

- 1.15.4. Assess each individual's needs and develop a written service plan; maintain written progress notes; and monitor and adjust the service plans to meet the individual's needs, in accordance with NH Administrative Rules He-E 501 and He-E 502.
- 1.15.5. Incorporate the following Guiding Principles for Person-Centered Planning Philosophy into agency functions, policies, and staff-client interactions when providing services::
- 1.15.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 1.15.5.2. Individual's wishes, values, and beliefs are considered and respected.
 - 1.15.5.3. Individual is listened to; needs and concerns are addressed.
 - 1.15.5.4. Individual receives the information he/she needs to make informed decisions.
 - 1.15.5.5. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
 - 1.15.5.6. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
 - 1.15.5.7. The system is committed to excellence and quality improvement.
 - 1.15.5.8. Individual rights are affirmed and protected.
 - 1.15.5.9. Individuals are protected from exploitation, abuse, and neglect.
 - 1.15.5.10. The service system is accessible, responsive, and accountable to the individual.



EXHIBIT B

- 1.15.6. Maintain a level of staffing necessary to perform and provide the functions, requirements, roles, and duties in a timely fashion for the number of clients identified in this Agreement.
- 1.15.7. Develop and submit its written Staffing Contingency Plan to the Department within 30 days of contract approval date, which includes, but is not limited to:
 - 1.15.7.1. The process for replacing personnel in the event of loss of personnel during contract period.
 - 1.15.7.2. A description of how additional staff resources will be allocated to support contract services in the event of inability to meet any performance standard.
 - 1.15.7.3. A description of time frames necessary for obtaining staff replacements.
 - 1.15.7.4. An explanation of capabilities to provide, in a timely manner, staff replacements and/or additions with comparable experience.
 - 1.15.7.5. A description of the method for training new staff members performing contract services.
- 1.15.8. Verify each staff member and each volunteer completes appropriate orientation and training; has the required education; and has the appropriate experience to fulfill the responsibilities of their respective position. The Contractor shall maintain all relevant documents, including, but not limited to:
 - 1.15.8.1. Current personnel records.
 - 1.15.8.2. Training records.
 - 1.15.8.3. Licenses.
 - 1.15.8.4. Certifications.
- 1.16. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints relative to services, processes, procedures, and staff. The Contractor shall provide a written record of all complaints to the Department, upon request, ensuring the information includes, but is not limited to:
 - 1.16.1. Individual's name.
 - 1.16.2. Type of service.
 - 1.16.3. Date of complaint.
 - 1.16.4. A description of the complaint.
 - 1.16.5. Resolution to the complaint.
 - 1.16.6. Notice of right to appeal.



EXHIBIT B

- 1.17. The Contractor shall complete a criminal background check for each staff member or volunteer who interacts with or provides hands-on care to individuals in compliance with the requirements of NH Administrative Rule He-P 818, Adult Day Programs.
- 1.18. The Contractor shall not commence delivery of services prior to the receipt by the Department of documentation required in Subsection 1.17, above.
- 1.19. The Contractor shall develop a survey, to be approved by the Department, and conduct a survey of individuals receiving services, via telephone, mail, e-mail, or face-to-face.
- 1.20. The Contractor shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 1.21. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services, in accordance with NH Administrative Rule He-E 501.10, in the event that:
 - 1.21.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
 - 1.21.2. The Contractor terminates a service or services for any reason; or
 - 1.21.3. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports on the provision of Adult Day Care services to the Department, on a pre-defined electronic form supplied by the Department. The Contractor shall:
 - 3.1.1. Submit reports to the Department no later than the 15th day of the month following the end of each quarter.
 - 3.1.2. Ensure each report includes, but is not limited to:

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT B

- 3.1.2.1. Total expenses.
- 3.1.2.2. Revenue.
- 3.1.2.3. Actual Units served, sorted by funding source.
- 3.1.2.4. Number of unduplicated clients served, sorted by funding source.
- 3.1.2.5. Number of Title III and Title XX clients served with funds not provided by the Department.
- 3.1.2.6. Unmet need/waiting list.
- 3.1.2.7. Length of time clients are on a waiting list.
- 3.1.2.8. A narrative description of activities during the previous quarter, which shall include, but is not limited to:
 - 3.1.2.8.1. Quality improvement activities initiated in response to each complaint.
 - 3.1.2.8.2. An explanation for each instance in which an individual did not receive planned services.
- 3.2. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the Adult Protection law.
- 3.3. The Contractor shall provide written notice of the inability to meet any contract service obligations, including but not limited to reducing hours of operations; changing services area; or closing and/or opening a site at least ninety (90) days prior to the event. The Contractor shall:
 - 3.3.1. Mail written notices to:
 - Bureau Director
 - Bureau of Elderly and Adult Services
 - 105 Pleasant Street
 - Concord, NH 03301
 - 3.3.2. Ensure written notifications include:
 - 3.3.2.1. Reason(s) for the inability to deliver services;
 - 3.3.2.2. How service recipients and the community will be impacted;
 - 3.3.2.3. How service recipients and the community will be notified; and
 - 3.3.2.4. A plan to transition clients into other services or refer the clients to other agencies.

4. Performance Measures



EXHIBIT B

4.1. The Department will monitor Contractor performance by evaluating the following performance measures:

4.1.1. Eligibility

- 4.1.1.1. The number of applications and service requests and
- 4.1.1.2. The number and percent of applicants found eligible for each service.
- 4.1.1.3. The number and percent of applicants found ineligible for each service.
- 4.1.1.4. The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- 4.1.1.5. The number and percent of individuals who have experienced a safety-related incident or accident, which occurs during times of face-to-face contact.
- 4.1.1.6. The number and percent of individuals for whom a report to Adult Protective Services was made.

4.1.2. Service Delivery

- 4.1.2.1. The number of open cases at the end of each reporting period, and
- 4.1.2.2. The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.
- 4.1.2.3. The number and percent of individuals completing the survey

4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities



EXHIBIT B

and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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



EXHIBIT B

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.

5.5. Eligibility Determinations

- 5.5.1. 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.
- 5.5.2. 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.
- 5.5.3. 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.
- 5.5.4. 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.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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



EXHIBIT B

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.

- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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. 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.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 62.40% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2001NHOASS-01, as awarded on September 1, 2019. 14.55% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR, as awarded on September 1, 2019. 34.60% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, CARES Act Title III Grants (CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 13.25% Federal funds
 - 1.2. 37.60% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a (Subrecipient or Contractor), in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet and Exhibit C-2, Rate Sheet
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.beasinvoices@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. 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

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT C

sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200; during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT C

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. 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.

Exhibit C-1 Rate Sheet

Easter Seals New Hampshire, Inc. Manchester Location

7/1/2020 through 06/30/2021 Service Units				
		Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Adult In-Home Care	Service Unit Type			
Title XX AGDC	Per Day/Per Person	1,264	\$60.00	\$ 75,840.00
Title IIIB AGDC	Per Day/Per Person	638	\$60.00	\$ 38,280.00
Title IIIB AGDC COVID	Per Day/Per Person	581	\$60.00	\$ 34,860.00

7/1/2021 through 06/30/2022 Service Units				
		Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Adult In-Home Care	Service Unit Type			
Title XX AGDC	Per Day/Per Person	1,264	\$60.00	\$ 75,840.00
Title IIIB AGDC	Per Day/Per Person	638	\$60.00	\$ 38,280.00

Exhibit C-2 Rate Sheet

Easter Seals New Hampshire, Inc. Rochester Location
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7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	711	\$60.00	\$ 42,660.00
Title IIIB AGDC	Per Day/Per Person	359	\$60.00	\$ 21,540.00
Title IIIB AGDC COVID	Per Day/Per Person	327	\$60.00	\$ 19,620.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	711	\$60.00	\$ 42,660.00
Title IIIB AGDC	Per Day/Per Person	359	\$60.00	\$ 21,540.00



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

555 Auburn St Manchester, NH 03103

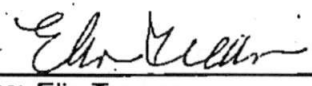
215 Rochester Hill Rd Rochester, NH 03867

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

Vendor Name: Easter Seals NH, Inc

Date

6/8/2020


Name: Elin Treanor
Title: CFO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Easter Seals NH, Inc

6/8/2020
Date

Elin Treanor
Name: Elin Treanor
Title: CFO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Easter Seals NH, Inc

6/18/2020
Date

Elin Treanor
Name: Elin Treanor
Title: CFO



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

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

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

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

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

Exhibit G

Vendor Initials EG

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: Easter Seals NH, Inc

6/8/2020
Date

Elin Treanor
Name: Elin Treanor
Title: CFO

Exhibit G

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

Vendor Initials ET



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Vendor Name: Easter Seals NH, Inc

6/8/2020
Date



Name: Elin Treanor
Title: CFO



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Contractor Initials

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6/8/2020



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (f). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials

Date

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6/8/2020



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date

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Exhibit I

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

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Easter Seals NH, Inc

Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

CFO

Title of Authorized Representative

Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name: Easter Seals NH, Inc

6/8/2020
Date

Elin Treanor
Name: Elin Treanor
Title: CFO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 085573467
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

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

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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

New Hampshire Department of Health and Human Services

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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6/5/2020

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Adult Day Program Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Betty C. Ketchum Foundation d/b/a Mount Washington Valley Adult Day Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item # 46D), which was assigned by Memorial Elder Health Services to the Contractor with Department's approval effective October 17, 2020, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions To Standard Contract Provisions, Paragraph 1.2 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:
Betty C. Ketchum Foundation d/b/a Mount Washington Valley Adult Day Center
2. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:
987 East Main Street, Center Conway, NH 03813
3. Form P-37 General Provisions, Block 1.5, Contractor Phone Number, to read:
(603) 356-4980
4. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
5. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$159,990.00
6. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 59.72% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2201NHOASS-01, as awarded on January 7, 2022.15.58% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR,as awarded on September 1, 2019. 37.04% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals , CARES Act Title III Grants

(CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 7.10% Federal funds

1.2. 40.28% General funds.

7. Modify Exhibit C, Payment Terms, Section 3 to read:

3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet, and Exhibit C-2, Amendment #1, Rate Sheet.

8. Modify Exhibit C, Payment Terms, Section 4 to read:

4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:

- 4.1 Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
- 4.2 Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
- 4.3 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 4.4 Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

9. Add Exhibit C-2, Amendment #1, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, or upon Governor and Council approval, whichever is later.

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

5/3/2022

Date

DocuSigned by:
Melissa Hardy

Name: Melissa Hardy
Title: Director, DLSS

Betty C. Ketchum Foundation d/b/a
Mount Washington Valley Adult Day Center

5/3/2022

Date

DocuSigned by:
Lynn Coyle

Name: Lynn Coyle
Title: Director/Administrator

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

OFFICE OF THE ATTORNEY GENERAL

5/4/2022
Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino
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 C-2, Amendment #1, Rate Sheet

Betty C. Ketchum Foundation d/b/a Mount Washington Valley Adult Day Center

7/1/2020 through 06/30/2021 Service Units				
--	--	--	--	--

Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	412	\$60.00	\$ 24,720.00
Title IIIB AGDC	Per Day/Per Person	208	\$60.00	\$ 12,480.00
Title IIIB AGDC COVID	Per Day/Per Person	189	\$60.00	\$ 11,340.00

7/1/2021 through 06/30/2022 Service Units				
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Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	412	\$60.00	\$ 24,720.00
Title IIIB AGDC	Per Day/Per Person	208	\$60.00	\$ 12,480.00

7/1/2022 through 06/30/2023 Service Units				
--	--	--	--	--

Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	329	\$75.00	\$ 24,675.00
Title IIIB AGDC	Per Day/Per Person	166	\$75.00	\$ 12,450.00

7/1/2023 through 06/30/2024 Service Units				
--	--	--	--	--

Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	329	\$75.00	\$ 24,675.00
Title IIIB AGDC	Per Day/Per Person	166	\$75.00	\$ 12,450.00

Betty C. Ketchum Foundation d/b/a
Mount Washington Valley Adult Day Center
RFA-2021-DLTSS-02-ADULT-04-A01

Exhibit C-2, Amendment #1, Rate Sheet

Contractor Initials: ds
U

Date: 5/3/2022

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BETTY C. KETCHUM FOUNDATION is a New Hampshire Trade Name registered to transact business in New Hampshire on April 20, 2022. 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: **899291**

Certificate Number: **0005764247**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MWV ADULT DAY CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on February 27, 2019. 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: **813733**

Certificate Number: **0005760721**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Susan Staples Smith, hereby certify that
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Betty C. Ketchum Foundation dba Mount Washington Adult Day Center.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 2, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Lynn Coyle Director and Norman Cloutier, President Board of Trustees (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Betty C. Ketchum Foundation dba Mount Washington Adult Day Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: May 2, 2022


Signature of Elected Officer
Name: Susan Staples Smith
Title: Trustee and Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2022

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

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

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: PHONE (A/C, No, Ext): (207) 829-3450	FAX (A/C, No): (207) 829-6350
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE	
INSURED Betty C. Ketchum Foundation dba Mount Washington Valley Adult Day Center 987 East Main Street Center Conway, NH 03813	INSURER A : James River Insurance Company	NAIC # 12203
	INSURER B : Nationwide Indemnity Company	NAIC # 10070
	INSURER C : Maine Employers' Mutual Insurance Company	NAIC # 11149
	INSURER D :	NAIC #
	INSURER E :	NAIC #
	INSURER F :	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			00108588-1	10/17/2021	10/17/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ Included
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			70APR401130	10/17/2021	10/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3102808002	10/7/2021	10/17/2022	<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 Liab			00108588-1	10/17/2021	10/17/2022	Profesional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability: \$1,000,000 each Occurrence; \$3,000,000 Aggregate included

CERTIFICATE HOLDER

State of New Hampshire, Dept of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301-3857

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

The Mount Washington Valley Adult Day Center founded and operated by The Betty C. Ketchum Foundation

Mission:

To provide exceptional compassionate care and companionship to older adults with degenerative conditions or dementia challenges and to provide their family and caregivers confident respite.

Our Values:

We believe that every older adult should have the opportunity to age with dignity and respect regardless of their physical or mental decline. We believe that the losses and discomfort of aging can be balanced with small moments of joy, that joy can be found in compassionate care, a friendly touch, a smiling face that understands.

We believe that we can provide a sense of purpose for our guests, giving them motivation in the morning to get up and join others for a day of activities that satisfy physical, emotional and social needs. We believe that caregivers deserve respite from the 24/7 burden of caring for a loved one and deserve support from knowledgeable and caring staff.

We believe there is honor and satisfaction in caring to the needs of our guests, that bringing moments of joy to their lives and earning the confidence of their families is our greatest reward.

EXTENDED TO NOVEMBER 15, 2021

Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990PF for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Form **990-PF**

Department of the Treasury
Internal Revenue Service

For calendar year 2020 or tax year beginning

, and ending

Name of foundation BETTY C. KETCHUM FOUNDATION		A Employer identification number 82-4731555
Number and street (or P.O. box number if mail is not delivered to street address) 987 EAST MAIN STREET	Room/suite	B Telephone number 603-323-8606
City or town, state or province, country, and ZIP or foreign postal code CENTER CONWAY, NH 03813		C If exemption application is pending, check here <input type="checkbox"/>
G Check all that apply: <input type="checkbox"/> Initial return <input type="checkbox"/> Initial return of a former public charity <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Address change <input type="checkbox"/> Name change		D 1. Foreign organizations, check here <input type="checkbox"/> 2. Foreign organizations meeting the 85% test, check here and attach computation <input type="checkbox"/>
H Check type of organization: <input checked="" type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation		E If private foundation status was terminated under section 507(b)(1)(A), check here <input type="checkbox"/>
I Fair market value of all assets at end of year (from Part II, col. (c), line 16) ▶ \$ 8,655,333.	J Accounting method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____	F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here <input type="checkbox"/>
(Part I, column (d), must be on cash basis.)		

	(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
Part I Analysis of Revenue and Expenses (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a).)				
Revenue				
1 Contributions, gifts, grants, etc., received	159,165.			
2 Check <input type="checkbox"/> if the foundation is not required to attach Sch. B				
3 Interest on savings and temporary cash investments				
4 Dividends and interest from securities	1,295.	1,295.	1,295.	STATEMENT 1
5a Gross rents				
b Net rental income or (loss)				
6a Net gain or (loss) from sale of assets not on line 10				
b Gross sales price for all assets on line 6a				
7 Capital gain net income (from Part IV, line 2)		0.		
8 Net short-term capital gain			0.	
9 Income modifications				
10a Gross sales less returns and allowances				
b Less: Cost of goods sold				
c Gross profit or (loss)				
11 Other income	25,376.	0.	25,376.	STATEMENT 2
12 Total. Add lines 1 through 11	185,836.	1,295.	26,671.	
Operating and Administrative Expenses				
13 Compensation of officers, directors, trustees, etc.	0.	0.	0.	0.
14 Other employee salaries and wages	84,570.	0.	0.	84,570.
15 Pension plans, employee benefits	25,182.	0.	0.	25,182.
16a Legal fees STMT 3	16,019.	0.	0.	16,019.
b Accounting fees STMT 4	2,929.	0.	0.	1,164.
c Other professional fees				
17 Interest				
18 Taxes STMT 5	9,176.	0.	0.	9,176.
19 Depreciation and depletion	257,392.	0.	257,392.	
20 Occupancy	4,121.	0.	0.	4,121.
21 Travel, conferences, and meetings	1,679.	0.	0.	1,679.
22 Printing and publications				
23 Other expenses STMT 6	55,995.	0.	0.	55,995.
24 Total operating and administrative expenses. Add lines 13 through 23	457,063.	0.	257,392.	197,906.
25 Contributions, gifts, grants paid	0.			0.
26 Total expenses and disbursements. Add lines 24 and 25	457,063.	0.	257,392.	197,906.
27 Subtract line 26 from line 12:				
a Excess of revenue over expenses and disbursements	-271,227.			
b Net investment income (if negative, enter -0-)		1,295.		
c Adjusted net income (if negative, enter -0-)			0.	

Part II Balance Sheets		Attached schedules and amounts in the description column should be for end-of-year amounts only.		
		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1 Cash - non-interest-bearing	429,006.	235,333.	235,333.
	2 Savings and temporary cash investments	472.		
	3 Accounts receivable			
	Less: allowance for doubtful accounts			
	4 Pledges receivable			
	Less: allowance for doubtful accounts			
	5 Grants receivable			
	6 Receivables due from officers, directors, trustees, and other disqualified persons			
	7 Other notes and loans receivable			
	Less: allowance for doubtful accounts			
	8 Inventories for sale or use			
	9 Prepaid expenses and deferred charges			
	10a Investments - U.S. and state government obligations			
	b Investments - corporate stock			
	c Investments - corporate bonds			
	11 Investments - land, buildings, and equipment: basis			
Less: accumulated depreciation				
12 Investments - mortgage loans				
13 Investments - other				
14 Land, buildings, and equipment: basis	9,222,632.			
Less: accumulated depreciation	STMT 7 340,684.	8,927,453.	8,881,948.	8,420,000.
15 Other assets (describe TOWN CONSTRUCTION E)	25,207.	0.	0.	
16 Total assets (to be completed by all filers - see the instructions. Also, see page 1, item I)	9,382,138.	9,117,281.	8,655,333.	
Liabilities	17 Accounts payable and accrued expenses			
	18 Grants payable			
	19 Deferred revenue			
	20 Loans from officers, directors, trustees, and other disqualified persons			
	21 Mortgages and other notes payable			
	22 Other liabilities (describe PAYROLL TAXES PAYA)	0.	6,370.	
23 Total liabilities (add lines 17 through 22)	0.	6,370.		
Net Assets or Fund Balances	Foundations that follow FASB ASC 958, check here	<input type="checkbox"/>		
	and complete lines 24, 25, 29, and 30.			
	24 Net assets without donor restrictions			
	25 Net assets with donor restrictions			
	Foundations that do not follow FASB ASC 958, check here	<input checked="" type="checkbox"/>		
	and complete lines 26 through 30.			
	26 Capital stock, trust principal, or current funds	0.	0.	
27 Paid-in or capital surplus, or land, bldg., and equipment fund	0.	0.		
28 Retained earnings, accumulated income, endowment, or other funds	9,382,138.	9,110,911.		
29 Total net assets or fund balances	9,382,138.	9,110,911.		
30 Total liabilities and net assets/fund balances	9,382,138.	9,117,281.		

Part III Analysis of Changes in Net Assets or Fund Balances

1 Total net assets or fund balances at beginning of year - Part II, column (a), line 29 (must agree with end-of-year figure reported on prior year's return)	1	9,382,138.
2 Enter amount from Part I, line 27a	2	-271,227.
3 Other increases not included in line 2 (itemize)	3	0.
4 Add lines 1, 2, and 3	4	9,110,911.
5 Decreases not included in line 2 (itemize)	5	0.
6 Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 29	6	9,110,911.

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (for example, real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)	(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a			
b	NONE		
c			
d			
e			

(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) ((e) plus (f) minus (g))
a			
b			
c			
d			
e			

Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69.			(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
(i) FMV as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	
a			
b			
c			
d			
e			

2 Capital gain net income or (net capital loss)	{ If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7 }	2	
3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). See instructions. If (loss), enter -0- in Part I, line 8		3	

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

SECTION 4940(e) REPEALED ON DECEMBER 20, 2019 - DO NOT COMPLETE.

1 Reserved	(a) Reserved	(b) Reserved	(c) Reserved	(d) Reserved
	Reserved			
	Reserved			
	Reserved			
	Reserved			
	Reserved			

2 Reserved	2	
3 Reserved	3	
4 Reserved	4	
5 Reserved	5	
6 Reserved	6	
7 Reserved	7	
8 Reserved	8	

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), or 4948 - see instructions)

1a Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary-see instructions)			
b Reserved		1	18.
c All other domestic foundations enter 1.39% of line 27b. Exempt foreign organizations, enter 4% of Part I, line 12, col. (b)			
2 Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)		2	0.
3 Add lines 1 and 2		3	18.
4 Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)		4	0.
5 Tax based on investment income. Subtract line 4 from line 3. If zero or less, enter -0-		5	18.
6 Credits/Payments:			
a 2020 estimated tax payments and 2019 overpayment credited to 2020	6a		0.
b Exempt foreign organizations - tax withheld at source	6b		0.
c Tax paid with application for extension of time to file (Form 8868)	6c		0.
d Backup withholding erroneously withheld	6d		0.
7 Total credits and payments. Add lines 6a through 6d		7	0.
8 Enter any penalty for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached		8	0.
9 Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed		9	18.
10 Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid		10	
11 Enter the amount of line 10 to be: Credited to 2021 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>		11	

Part VII-A Statements Regarding Activities

	Yes	No
1a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		X
b Did it spend more than \$100 during the year (either directly or indirectly) for political purposes? See the instructions for the definition. If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.		X
c Did the foundation file Form 1120-POL for this year?		X
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. <input type="checkbox"/> \$ 0. (2) On foundation managers. <input type="checkbox"/> \$ 0.		
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. <input type="checkbox"/> \$ 0.		
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? If "Yes," attach a detailed description of the activities.		X
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? If "Yes," attach a conformed copy of the changes		X
4a Did the foundation have unrelated business gross income of \$1,000 or more during the year?		X
b If "Yes," has it filed a tax return on Form 990-T for this year? N/A		
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? If "Yes," attach the statement required by <i>General Instruction T</i> .		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?		X
7 Did the foundation have at least \$5,000 in assets at any time during the year? If "Yes," complete Part II, col. (c), and Part XV	X	
8a Enter the states to which the foundation reports or with which it is registered. See instructions. <input type="checkbox"/> <u>NH</u>		
b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by <i>General Instruction G</i> ? If "No," attach explanation	X	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2020 or the tax year beginning in 2020? See the instructions for Part XIV. If "Yes," complete Part XIV	X	
10 Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses		X

Part VII-A Statements Regarding Activities (continued)

	Yes	No
11 At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule. See instructions		X
12 Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement. See instructions		X
13 Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ▶ <u>MWVADULTDAYCENTER.ORG</u>	X	
14 The books are in care of ▶ <u>NORMAN CLOUTIER</u> Telephone no. ▶ <u>603-356-4980</u> Located at ▶ <u>1870 CLEVELAND HILL ROAD, TAMWORTH, NH</u> ZIP+4 ▶ <u>03886</u>		
15 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 - check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the year	15	N/A
16 At any time during calendar year 2020, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114. If "Yes," enter the name of the foreign country ▶		X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

	Yes	No
1a During the year, did the foundation (either directly or indirectly):		
(1) Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(6) Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If any answer is "Yes" to 1a(1)-(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance? See instructions		N/A
Organizations relying on a current notice regarding disaster assistance, check here <input type="checkbox"/>		
c Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2020?		X
2 Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):		
a At the end of tax year 2020, did the foundation have any undistributed income (Part XIII, lines 6d and 6e) for tax year(s) beginning before 2020? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," list the years ▶		
b Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement - see instructions.)		N/A
c If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. ▶		
3a Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If "Yes," did it have excess business holdings in 2020 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Form 4720, Schedule C, to determine if the foundation had excess business holdings in 2020.)		N/A
4a Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?		X
b Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2020?		X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)

	Yes	No
5a During the year, did the foundation pay or incur any amount to:		
(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(3) Provide a grant to an individual for travel, study, or other similar purposes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(4) Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? See instructions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b If any answer is "Yes" to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance? See instructions	N/A	
Organizations relying on a current notice regarding disaster assistance, check here	<input type="checkbox"/>	
c If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?	N/A	
If "Yes," attach the statement required by Regulations section 53.4945-5(d).		
6a Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
If "Yes" to 6b, file Form 8870.		
7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction?	N/A	
8 Is the foundation subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors

1 List all officers, directors, trustees, and foundation managers and their compensation.

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
SEE STATEMENT 10		0.	0.	0.

2 Compensation of five highest-paid employees (other than those included on line 1). If none, enter "NONE."

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				

Total number of other employees paid over \$50,000 0

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors *(continued)*

3 Five highest-paid independent contractors for professional services. If none, enter "NONE."

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		
Total number of others receiving over \$50,000 for professional services		0

Part IX-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.	Expenses
1	
SEE STATEMENT 11	197,906.
2	
SEE STATEMENT 12	0.
3	
4	

Part IX-B Summary of Program-Related Investments

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.	Amount
1 AMOUNTS EXPENDED DURING 2020 TOWARDS THE CONSTRUCTION OF AN ADULT DAY CENTER IN CONWAY, NEW HAMPSHIRE INCLUDING RELATED EQUIPMENT AND FURNITURE.	171,852.
2 AMOUNTS EXPENDED DURING 2020 FOR THE PURCHASE OF MANAGEMENT AND SECURITY SYSTEMS UTILIZED IN THE OPERATION OF THE ADULT DAY CENTER.	40,035.
All other program-related investments. See instructions.	
3	
Total. Add lines 1 through 3	211,887.

Part X Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
a	Average monthly fair market value of securities	1a	0.
b	Average of monthly cash balances	1b	267,470.
c	Fair market value of all other assets	1c	
d	Total (add lines 1a, b, and c)	1d	267,470.
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	0.
2	Acquisition indebtedness applicable to line 1 assets	2	0.
3	Subtract line 2 from line 1d	3	267,470.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)	4	4,012.
5	Net value of noncharitable-use assets. Subtract line 4 from line 3. Enter here and on Part V, line 4	5	263,458.
6	Minimum investment return. Enter 5% of line 5	6	13,173.

Part XI Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations, check here and do not complete this part.)

1	Minimum investment return from Part X, line 6	1	
2a	Tax on investment income for 2020 from Part VI, line 5	2a	
b	Income tax for 2020. (This does not include the tax from Part VI.)	2b	
c	Add lines 2a and 2b	2c	
3	Distributable amount before adjustments. Subtract line 2c from line 1	3	
4	Recoveries of amounts treated as qualifying distributions	4	
5	Add lines 3 and 4	5	
6	Deduction from distributable amount (see instructions)	6	
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1	7	

Part XII Qualifying Distributions (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc. - total from Part I, column (d), line 26	1a	197,906.
b	Program-related investments - total from Part IX-B	1b	211,887.
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2	
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required)	3a	
b	Cash distribution test (attach the required schedule)	3b	
4	Qualifying distributions. Add lines 1a through 3b. Enter here and on Part V, line 8; and Part XIII, line 4	4	409,793.
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b	5	0.
6	Adjusted qualifying distributions. Subtract line 5 from line 4	6	409,793.

Note: The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

Part XIII Undistributed Income (see instructions)

N/A

	(a) Corpus	(b) Years prior to 2019	(c) 2019	(d) 2020
1 Distributable amount for 2020 from Part XI, line 7				
2 Undistributed income, if any, as of the end of 2020:				
a Enter amount for 2019 only				
b Total for prior years:				
3 Excess distributions carryover, if any, to 2020:				
a From 2015				
b From 2016				
c From 2017				
d From 2018				
e From 2019				
f Total of lines 3a through e				
4 Qualifying distributions for 2020 from Part XII, line 4: ▶ \$				
a Applied to 2019, but not more than line 2a ...				
b Applied to undistributed income of prior years (Election required - see instructions) ...				
c Treated as distributions out of corpus (Election required - see instructions)				
d Applied to 2020 distributable amount				
e Remaining amount distributed out of corpus				
5 Excess distributions carryover applied to 2020 (If an amount appears in column (d), the same amount must be shown in column (a).)				
6 Enter the net total of each column as indicated below:				
a Corpus. Add lines 3f, 4c, and 4e. Subtract line 5				
b Prior years' undistributed income. Subtract line 4b from line 2b				
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed				
d Subtract line 6c from line 6b. Taxable amount - see instructions				
e Undistributed income for 2019. Subtract line 4a from line 2a. Taxable amount - see instr. ...				
f Undistributed income for 2020. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2021				
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required - see instructions)				
8 Excess distributions carryover from 2015 not applied on line 5 or line 7				
9 Excess distributions carryover to 2021. Subtract lines 7 and 8 from line 6a				
10 Analysis of line 9:				
a Excess from 2016 ...				
b Excess from 2017 ...				
c Excess from 2018 ...				
d Excess from 2019 ...				
e Excess from 2020 ...				

Part XIV Private Operating Foundations (see instructions and Part VII-A, question 9)

1 a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2020, enter the date of the ruling **02/20/18**

b Check box to indicate whether the foundation is a private operating foundation described in section 4942(j)(3) or 4942(j)(5)

	Tax year				(e) Total
	(a) 2020	(b) 2019	(c) 2018	(d) 2017	
2 a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed	0.	0.	665.	0.	665.
b 85% of line 2a	0.	0.	565.	0.	565.
c Qualifying distributions from Part XII, line 4, for each year listed	409,793.	6,342,189.	2,684,476.	0.	9,436,458.
d Amounts included in line 2c not used directly for active conduct of exempt activities	0.	0.	0.	0.	0.
e Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c	409,793.	6,342,189.	2,684,476.	0.	9,436,458.
3 Complete 3a, b, or c for the alternative test relied upon:					
a "Assets" alternative test - enter:					
(1) Value of all assets	8,655,333.	8,874,685.	4,273,786.		21,803,804.
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)	8,420,000.	8,445,207.	3,579,459.		20,444,666.
b "Endowment" alternative test - enter 2/3 of minimum investment return shown in Part X, line 6, for each year listed	8,782.	32,890.	14,133.	0.	55,805.
c "Support" alternative test - enter:					
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)					0.
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)					0.
(3) Largest amount of support from an exempt organization					0.
(4) Gross investment income					0.

Part XV Supplementary Information (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year-see instructions.)

1 **Information Regarding Foundation Managers:**

a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)

SEE STATEMENT 13

b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.

NONE

2 **Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:**

Check here if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc., to individuals or organizations under other conditions, complete items 2a, b, c, and d.

a The name, address, and telephone number or email address of the person to whom applications should be addressed:

b The form in which applications should be submitted and information and materials they should include:

c Any submission deadlines:

d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:

Part XV **Supplementary Information** *(continued)*

3 Grants and Contributions Paid During the Year or Approved for Future Payment					
Recipient	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount	
Name and address (home or business)					
a Paid during the year					
NONE					
Total				3a	0.
b Approved for future payment					
NONE					
Total				3b	0.

Part XVI-A Analysis of Income-Producing Activities

Enter gross amounts unless otherwise indicated.

Table with 5 columns: (a) Business code, (b) Amount, (c) Exclusion code, (d) Amount, (e) Related or exempt function income. Rows include: 1 Program service revenue: a ADULT DAY CARE FEES (16,053), b ADULT DAY CARE RENT (6,083), 2 Membership dues and assessments, 3 Interest on savings and temporary cash investments, 4 Dividends and interest from securities (1,295), 5 Net rental income or (loss) from real estate, 6 Net rental income or (loss) from personal property, 7 Other investment income, 8 Gain or (loss) from sales of assets other than inventory, 9 Net income or (loss) from special events, 10 Gross profit or (loss) from sales of inventory, 11 Other revenue: a SOLAR ELECTRICITY (3,240), 12 Subtotal (1,295), 13 Total (26,671).

(See worksheet in line 13 instructions to verify calculations.)

Part XVI-B Relationship of Activities to the Accomplishment of Exempt Purposes

Table with 2 columns: Line No., Explain below how each activity for which income is reported in column (e) of Part XVI-A contributed importantly to the accomplishment of the foundation's exempt purposes (other than by providing funds for such purposes). Rows include: 11A THE ORGANIZATION RECEIVES INCOME FROM EXCESS ELECTRICITY GENERATED FROM THE SOLAR PANELS ON ITS PROPERTY., 1B RENTAL INCOME PAID BY MEMORIAL HOSPITAL AT WELL BELOW FAIR MARKET RATE FOR RENTAL OF THE ADULT DAY CENTER WHICH IS THE BASIS OF THE FOUNDATION'S CHARITABLE TAX-EXEMPT STATUS. MEMORIAL HOSPITAL TURNED OVER THE OPERATIONS TO THE ORGANIZATION ON OCTOBER 1, 2020., 1A FEES RECEIVED FROM THE ADULT DAY CARE SERVICES PROVIDED WHICH IS THE BASIS OF THE ORGANIZATION'S CHARITABLE TAX-EXEMPT PURPOSE.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF		DIVIDENDS AND INTEREST FROM SECURITIES			STATEMENT 1
SOURCE	GROSS AMOUNT	CAPITAL GAINS DIVIDENDS	(A) REVENUE PER BOOKS	(B) NET INVESTMENT INCOME	(C) ADJUSTED NET INCOME
INTEREST	1,295.	0.	1,295.	1,295.	1,295.
TO PART I, LINE 4	1,295.	0.	1,295.	1,295.	1,295.

FORM 990-PF		OTHER INCOME			STATEMENT 2
DESCRIPTION		(A) REVENUE PER BOOKS	(B) NET INVESTMENT INCOME	(C) ADJUSTED NET INCOME	
ADULT DAY CARE FEES		16,053.	0.	16,053.	
ADULT DAY CARE RENT		6,083.	0.	6,083.	
SOLAR ELECTRICITY		3,240.	0.	3,240.	
TOTAL TO FORM 990-PF, PART I, LINE 11		25,376.	0.	25,376.	

FORM 990-PF		LEGAL FEES			STATEMENT 3
DESCRIPTION		(A) EXPENSES PER BOOKS	(B) NET INVESTMENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
LEGAL EXPENSE		16,019.	0.	0.	16,019.
TO FM 990-PF, PG 1, LN 16A		16,019.	0.	0.	16,019.

FORM 990-PF		ACCOUNTING FEES			STATEMENT 4
DESCRIPTION		(A) EXPENSES PER BOOKS	(B) NET INVESTMENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
ACCOUNTING, TAX PREPARATION, AND PAYROLL FEES		2,929.	0.	0.	1,164.
TO FORM 990-PF, PG 1, LN 16B		2,929.	0.	0.	1,164.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF	TAXES			STATEMENT 5
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
PAYROLL TAXES	9,176.	0.	0.	9,176.
TO FORM 990-PF, PG 1, LN 18	9,176.	0.	0.	9,176.

FORM 990-PF	OTHER EXPENSES			STATEMENT 6
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
VEHICLE EXPENSES	2,654.	0.	0.	2,654.
CLIENT SERVICES	669.	0.	0.	669.
NUTRITIONAL FOOD & SUPPLIES	6,267.	0.	0.	6,267.
REPAIRS & MAINTENANCE	7,891.	0.	0.	7,891.
OFFICE EXPENSES	3,021.	0.	0.	3,021.
INSURANCE	30,282.	0.	0.	30,282.
SUBSCRIPTIONS	2,193.	0.	0.	2,193.
ADVERTISING	248.	0.	0.	248.
INFORMATION TECHNOLOGY	2,770.	0.	0.	2,770.
TO FORM 990-PF, PG 1, LN 23	55,995.	0.	0.	55,995.

FORM 990-PF	DEPRECIATION OF ASSETS NOT HELD FOR INVESTMENT		STATEMENT 7
DESCRIPTION	COST OR OTHER BASIS	ACCUMULATED DEPRECIATION	BOOK VALUE
LAND	378,818.	0.	378,818.
BUILDING	8,204,164.	273,472.	7,930,692.
FURNITURE & FIXTURES	347,939.	46,392.	301,547.
19' KIA NIRO SUV (8631)	40,064.	6,677.	33,387.
19' KIA NIRO SUV (9933)	39,760.	6,627.	33,133.
BUILDING	171,851.	4,296.	167,555.
IT EQUIPMENT	22,091.	1,841.	20,250.
PHONE SYSTEM	5,941.	283.	5,658.
SECURITY SYSTEM	3,123.	208.	2,915.
WEBSITE DEVELOPMENT	8,880.	888.	7,992.
TOTAL TO FM 990-PF, PART II, LN 14	9,222,631.	340,684.	8,881,947.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF

OTHER ASSETS

STATEMENT 8

<u>DESCRIPTION</u>	<u>BEGINNING OF YR BOOK VALUE</u>	<u>END OF YEAR BOOK VALUE</u>	<u>FAIR MARKET VALUE</u>
TOWN CONSTRUCTION ESCROW	25,207.	0.	0.
TO FORM 990-PF, PART II, LINE 15	25,207.	0.	0.

FORM 990-PF

OTHER LIABILITIES

STATEMENT 9

<u>DESCRIPTION</u>	<u>BOY AMOUNT</u>	<u>EOY AMOUNT</u>
PAYROLL TAXES PAYABLE	0.	6,370.
TOTAL TO FORM 990-PF, PART II, LINE 22	0.	6,370.

BETTY C. KETCHUM FOUNDATION82-4731555

FORM 990-PF

PART VIII - LIST OF OFFICERS, DIRECTORS
TRUSTEES AND FOUNDATION MANAGERS

STATEMENT 10

<u>NAME AND ADDRESS</u>	<u>TITLE AND AVRG HRS/WK</u>	<u>COMPEN- SATION</u>	<u>EMPLOYEE BEN PLAN CONTRIB</u>	<u>EXPENSE ACCOUNT</u>
NORMAN CLOUTIER 1870 CLEVELAND HILL ROAD TAMWORTH, NH 03886	PRESIDENT 20.00	0.	0.	0.
STEPHEN WOODCOCK 116 MOOSE RUN RD CENTER CONWAY, NH 03813	TREASURER 2.00	0.	0.	0.
SUSAN STAPLES SMITH 69 DEER HILL RD CHOCORUA, NH 03817	SECRETARY 2.00	0.	0.	0.
RACHEL DAMON 710 W FRYEBURG RD FRYEBURG, ME 04037	TRUSTEE 2.00	0.	0.	0.
WAYNE GRENIER 145 FOGGS RIDGE RD OSSISPEE, NH 03864	TRUSTEE 2.00	0.	0.	0.
JEREMY ANGELL 242 BEECHNUT DR NORTH CONWAY, NH 03860	TRUSTEE 2.00	0.	0.	0.
TOTALS INCLUDED ON 990-PF, PAGE 6, PART VIII		0.	0.	0.

BETTY C. KETCHUM FOUNDATION82-4731555FORM 990-PFSUMMARY OF DIRECT CHARITABLE ACTIVITIESSTATEMENT 11ACTIVITY ONE

THE FOUNDATION WAS ESTABLISHED TO SUPPORT THE PHYSICAL, EMOTIONAL, RECREATIONAL, AND SOCIAL NEEDS OF SENIOR CITIZENS WITH DEGENERATIVE ILLNESSES ASSOCIATED WITH AGING AND RELATED MEMORY LOSS DISORDERS THROUGH THE CONSTRUCTION OF AN ADULT DAY CENTER IN CARROLL COUNTY, NEW HAMPSHIRE, A RURAL AREA IN THE NORTHERN HALF OF THE STATE. THE NEWLY CONSTRUCTED FACILITY (OPENED SEPTEMBER 2019) WAS RENTED AT A SUBSTANTIALLY DISCOUNTED RATE THROUGH OCTOBER 1, 2020 TO A LOCAL HOSPITAL-OWNED 501(C)(3) ENTITY THAT WAS OPERATING THE FACILITY. AS OF OCTOBER 1, 2020, THE ORGANIZATION TOOK OVER THE OPERATIONS OF THE ADULT DAY CENTER, PROVIDING DIRECT SERVICES TO THE ADC'S ELDER CLIENTELE.

EXPENSES

TO FORM 990-PF, PART IX-A, LINE 1

197,906.FORM 990-PFSUMMARY OF DIRECT CHARITABLE ACTIVITIESSTATEMENT 12ACTIVITY TWO

THE FOUNDATION WILL PROVIDE CONTINUING ADVISE AND GUIDANCE WITH REGARDS TO THE OPERATION OF THE FACILITY AS WELL AS PROVIDE ASSISTANCE TO OTHER PUBLIC CHARITIES AND CAUSES IN THE AREA THAT PROVIDE HEALTH CARE DELIVERY TO SENIOR CITIZENS AND OTHER DISADVANTAGED CITIZENS. THE FOUNDATION WILL ALSO PROVIDE RELATED EDUCATIONAL RESOURCES TO THE PUBLIC WITH REGARDS TO ELDER CARE ISSUES AND SUPPORT IN ORDER TO IMPROVE THE HEALTH AND GENERAL WELFARE OF THE GROWING SENIOR COMMUNITY AND THEIR CAREGIVERS.

EXPENSES

TO FORM 990-PF, PART IX-A, LINE 2

0.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF

PART XV - LINE 1A
LIST OF FOUNDATION MANAGERS

STATEMENT 13

NAME OF MANAGER

NORMAN CLOUTIER
STEPHEN WOODCOCK

2020 DEPRECIATION AND AMORTIZATION REPORT

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Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
	BUILDINGS														
2	BUILDING	09/01/19	SL	40.00		16	8,204,164.				8,204,164.	68,368.		205,104.	273,472.
6	BUILDING	01/01/20	SL	40.00		16	171,851.				171,851.			4,296.	4,296.
	* 990-PF PG 1 TOTAL BUILDINGS						8,376,015.				8,376,015.	68,368.		209,400.	277,768.
	FURNITURE & FIXTURES														
3	FURNITURE & FIXTURES	09/01/19	SL	10.00		16	347,939.				347,939.	11,598.		34,794.	46,392.
	* 990-PF PG 1 TOTAL FURNITURE & FIXTURES						347,939.				347,939.	11,598.		34,794.	46,392.
	TRANSPORTATION EQUIPMENT														
4	19' KIA NIRO SUV (8631)	09/01/19	SL	8.00		16	40,064.				40,064.	1,669.		5,008.	6,677.
5	19' KIA NIRO SUV (9933)	09/01/19	SL	8.00		16	39,760.				39,760.	1,657.		4,970.	6,627.
	* 990-PF PG 1 TOTAL TRANSPORTATION EQUIPMENT						79,824.				79,824.	3,326.		9,978.	13,304.
	LAND														
1	LAND	01/01/18	L				378,818.				378,818.			0.	0.
	* 990-PF PG 1 TOTAL LAND						378,818.				378,818.	0.		0.	0.
	OTHER														
7	IT EQUIPMENT	08/15/20	SL	5.00		16	22,091.				22,091.			1,841.	1,841.
8	PHONE SYSTEM	08/21/20	SL	7.00		16	5,941.				5,941.			283.	283.
9	SECURITY SYSTEM	09/01/20	SL	5.00		16	3,123.				3,123.			208.	208.

2020 DEPRECIATION AND AMORTIZATION REPORT

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Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
10	WEBSITE DEVELOPMENT	07/02/20	SL	5.00		16	8,880.				8,880.			888.	888.
	* 990-PF PG 1 TOTAL OTHER						40,035.				40,035.	0.		3,220.	3,220.
	* GRAND TOTAL 990-PF PG 1 DEPR						9,222,631.				9,222,631.	83,292.		257,392.	340,684.
CURRENT YEAR ACTIVITY															
	BEGINNING BALANCE						9,010,745.			0.	9,010,745.	83,292.			333,168.
	ACQUISITIONS						211,886.			0.	211,886.	0.			7,516.
	DISPOSITIONS/RETIRED						0.			0.	0.	0.			0.
	ENDING BALANCE						9,222,631.			0.	9,222,631.	83,292.			340,684.
	ENDING ACCUM DEPR											340,684.			
	ENDING BOOK VALUE											8,881,947.			

Form **990-PF**
Department of the Treasury
Internal Revenue Service

Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990PF for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

For calendar year 2019 or tax year beginning

, and ending

Name of foundation BETTY C. KETCHUM FOUNDATION		A Employer identification number 82-4731555
Number and street (or P.O. box number if mail is not delivered to street address) 987 EAST MAIN STREET	Room/suite	B Telephone number 603-323-8606
City or town, state or province, country, and ZIP or foreign postal code CENTER CONWAY, NH 03813		C If exemption application is pending, check here <input type="checkbox"/>
G Check all that apply: <input type="checkbox"/> Initial return <input type="checkbox"/> Initial return of a former public charity <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input checked="" type="checkbox"/> Address change <input type="checkbox"/> Name change		D 1. Foreign organizations, check here <input type="checkbox"/> 2. Foreign organizations meeting the 85% test, check here and attach computation <input type="checkbox"/>
H Check type of organization: <input checked="" type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation		E If private foundation status was terminated under section 507(b)(1)(A), check here <input type="checkbox"/>
I Fair market value of all assets at end of year (from Part II, col. (c), line 16) \$ 8,874,685. (Part I, column (d), must be on cash basis.)	J Accounting method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify)	F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here <input type="checkbox"/>

	(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
Part I Analysis of Revenue and Expenses <small>(The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a).)</small>				
Revenue				
1 Contributions, gifts, grants, etc., received	5,200,009.			
2 Check <input type="checkbox"/> if the foundation is not required to attach Sch. B				
3 Interest on savings and temporary cash investments				
4 Dividends and interest from securities				
5a Gross rents	2,433.	2,433.	2,433.	STATEMENT 1
b Net rental income or (loss)	2,433.			
6a Net gain or (loss) from sale of assets not on line 10				
b Gross sales price for all assets on line 6a				
7 Capital gain net income (from Part IV, line 2)		0.		
8 Net short-term capital gain			0.	
9 Income modifications <small>Gross sales less returns and allowances</small>				
10a Less: Cost of goods sold				
c Gross profit or (loss)				
11 Other income	1,178.	0.	1,178.	STATEMENT 2
12 Total. Add lines 1 through 11	5,203,620.	2,433.	3,611.	
Operating and Administrative Expenses				
13 Compensation of officers, directors, trustees, etc.	6,870.	0.	0.	6,870.
14 Other employee salaries and wages				
15 Pension plans, employee benefits				
16a Legal fees				
b Accounting fees	STMT 3 1,060.	0.	0.	0.
c Other professional fees				
17 Interest				
18 Taxes	STMT 4 13.	0.	0.	0.
19 Depreciation and depletion	83,292.	0.	83,292.	
20 Occupancy				
21 Travel, conferences, and meetings				
22 Printing and publications				
23 Other expenses	STMT 5 4,033.	0.	0.	4,033.
24 Total operating and administrative expenses. Add lines 13 through 23	95,268.	0.	83,292.	10,903.
25 Contributions, gifts, grants paid	0.			0.
26 Total expenses and disbursements. Add lines 24 and 25	95,268.	0.	83,292.	10,903.
27 Subtract line 26 from line 12:				
a Excess of revenue over expenses and disbursements	5,108,352.			
b Net investment income (if negative, enter -0-)		2,433.		
c Adjusted net income (if negative, enter -0-)			0.	

Part II Balance Sheets		Attached schedules and amounts in the description column should be for end-of-year amounts only.		
		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1 Cash - non-interest-bearing	693,677.	429,006.	429,006.
	2 Savings and temporary cash investments	650.	472.	472.
	3 Accounts receivable			
	Less: allowance for doubtful accounts			
	4 Pledges receivable			
	Less: allowance for doubtful accounts			
	5 Grants receivable			
	6 Receivables due from officers, directors, trustees, and other disqualified persons			
	7 Other notes and loans receivable			
	Less: allowance for doubtful accounts			
	8 Inventories for sale or use			
	9 Prepaid expenses and deferred charges			
	10a Investments - U.S. and state government obligations			
	b Investments - corporate stock			
	c Investments - corporate bonds			
	11 Investments - land, buildings, and equipment: basis			
Less: accumulated depreciation				
12 Investments - mortgage loans				
13 Investments - other				
14 Land, buildings, and equipment: basis	9,010,745.			
Less: accumulated depreciation	STMT 6 83,292.	378,818.	8,927,453.	8,420,000.
15 Other assets (describe)	STATEMENT 7	3,200,641.	25,207.	25,207.
16 Total assets (to be completed by all filers - see the instructions. Also, see page 1, item I)		4,273,786.	9,382,138.	8,874,685.
Liabilities	17 Accounts payable and accrued expenses			
	18 Grants payable			
	19 Deferred revenue			
	20 Loans from officers, directors, trustees, and other disqualified persons			
	21 Mortgages and other notes payable			
	22 Other liabilities (describe)			
23 Total liabilities (add lines 17 through 22)		0.	0.	
Net Assets or Fund Balances	Foundations that follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 24, 25, 29, and 30.			
	24 Net assets without donor restrictions			
	25 Net assets with donor restrictions			
	Foundations that do not follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 26 through 30.			
	26 Capital stock, trust principal, or current funds	0.	0.	
	27 Paid-in or capital surplus, or land, bldg., and equipment fund	0.	0.	
	28 Retained earnings, accumulated income, endowment, or other funds	4,273,786.	9,382,138.	
29 Total net assets or fund balances	4,273,786.	9,382,138.		
30 Total liabilities and net assets/fund balances	4,273,786.	9,382,138.		

Part III Analysis of Changes in Net Assets or Fund Balances

1 Total net assets or fund balances at beginning of year - Part II, column (a), line 29 (must agree with end-of-year figure reported on prior year's return)	1	4,273,786.
2 Enter amount from Part I, line 27a	2	5,108,352.
3 Other increases not included in line 2 (itemize)	3	0.
4 Add lines 1, 2, and 3	4	9,382,138.
5 Decreases not included in line 2 (itemize)	5	0.
6 Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 29	6	9,382,138.

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (for example, real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)		(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a				
b	NONE			
c				
d				
e				
(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) ((e) plus (f) minus (g))	
a				
b				
c				
d				
e				
Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69.			(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))	
(i) FMV as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any		
a				
b				
c				
d				
e				
2	Capital gain net income or (net capital loss) { If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7		2	
3	Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). If (loss), enter -0- in Part I, line 8		3	

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period? Yes No
 If "Yes," the foundation doesn't qualify under section 4940(e). Do not complete this part.

1 Enter the appropriate amount in each column for each year; see the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2018	2,684,476.	491,265.	5.464415
2017			
2016			
2015			
2014			
2	Total of line 1, column (d)		5.464415
3	Average distribution ratio for the 5-year base period - divide the total on line 2 by 5.0, or by the number of years the foundation has been in existence if less than 5 years		5.464415
4	Enter the net value of noncharitable-use assets for 2019 from Part X, line 5		986,699.
5	Multiply line 4 by line 3		5,391,733.
6	Enter 1% of net investment income (1% of Part I, line 27b)		24.
7	Add lines 5 and 6		5,391,757.
8	Enter qualifying distributions from Part XII, line 4		6,342,189.

If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions.

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948 - see instructions)

1a Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary-see instructions)			
b Domestic foundations that meet the section 4940(e) requirements in Part V, check here <input checked="" type="checkbox"/> and enter 1% of Part I, line 27b		1	24.
c All other domestic foundations enter 2% of line 27b. Exempt foreign organizations, enter 4% of Part I, line 12, col. (b)			
2 Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)		2	0.
3 Add lines 1 and 2		3	24.
4 Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)		4	0.
5 Tax based on investment income. Subtract line 4 from line 3. If zero or less, enter -0-		5	24.
6 Credits/Payments:			
a 2019 estimated tax payments and 2018 overpayment credited to 2019	6a	0.	
b Exempt foreign organizations - tax withheld at source	6b	0.	
c Tax paid with application for extension of time to file (Form 8868)	6c	0.	
d Backup withholding erroneously withheld	6d	0.	
7 Total credits and payments. Add lines 6a through 6d	7	0.	
8 Enter any penalty for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached	8	0.	
9 Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed	9	24.	
10 Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid	10		
11 Enter the amount of line 10 to be: Credited to 2020 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>	11		

Part VII-A Statements Regarding Activities

	Yes	No
1a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		X
b Did it spend more than \$100 during the year (either directly or indirectly) for political purposes? See the instructions for the definition If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.		X
c Did the foundation file Form 1120-POL for this year?		X
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. <input type="checkbox"/> \$ 0. (2) On foundation managers. <input type="checkbox"/> \$ 0.		
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. <input type="checkbox"/> \$ 0.		
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? If "Yes," attach a detailed description of the activities.		X
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? If "Yes," attach a conformed copy of the changes		X
4a Did the foundation have unrelated business gross income of \$1,000 or more during the year?		X
b If "Yes," has it filed a tax return on Form 990-T for this year? N/A		
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? If "Yes," attach the statement required by General Instruction T.		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?		X
7 Did the foundation have at least \$5,000 in assets at any time during the year? If "Yes," complete Part II, col. (c), and Part XV	X	
8a Enter the states to which the foundation reports or with which it is registered. See instructions. <input type="checkbox"/> NH		
b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by General Instruction G? If "No," attach explanation	X	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2019 or the tax year beginning in 2019? See the instructions for Part XIV. If "Yes," complete Part XIV	X	
10 Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses STMT 8	X	

Part VII-A Statements Regarding Activities (continued)

	Yes	No
11 At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule. See instructions		X
12 Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement. See instructions		X
13 Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ▶ N/A	X	
14 The books are in care of ▶ NORMAN CLOUTIER Telephone no. ▶ 603-323-8606 Located at ▶ 1870 CLEVELAND HILL ROAD, TAMWORTH, NH ZIP+4 ▶ 03886		
15 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 - check here and enter the amount of tax-exempt interest received or accrued during the year ▶ 15 N/A		
16 At any time during calendar year 2019, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114. If "Yes," enter the name of the foreign country ▶		X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

	Yes	No
1a During the year, did the foundation (either directly or indirectly): (1) Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (6) Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If any answer is "Yes" to 1a(1)-(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance? See instructions Organizations relying on a current notice regarding disaster assistance, check here ▶ <input type="checkbox"/>	1b	X
c Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2019?	1c	X
2 Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)): a At the end of tax year 2019, did the foundation have any undistributed income (Part XIII, lines 6d and 6e) for tax year(s) beginning before 2019? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," list the years ▶		
b Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement - see instructions.) N/A	2b	
c If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. ▶		
3a Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If "Yes," did it have excess business holdings in 2019 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Form 4720, Schedule C, to determine if the foundation had excess business holdings in 2019.) N/A	3b	
4a Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	X
b Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2019?	4b	X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)

		Yes	No
5a During the year, did the foundation pay or incur any amount to:			
(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3) Provide a grant to an individual for travel, study, or other similar purposes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4) Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? See instructions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If any answer is "Yes" to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance? See instructions	N/A	5b	
Organizations relying on a current notice regarding disaster assistance, check here	<input type="checkbox"/>		
c If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?	N/A <input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," attach the statement required by Regulations section 53.4945-5(d).			
6a Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		6b	X
If "Yes" to 6b, file Form 8870.			
7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction?	N/A	7b	
8 Is the foundation subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors

1 List all officers, directors, trustees, and foundation managers and their compensation.

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NORMAN CLOUTIER 1870 CLEVELAND HILL ROAD TAMWORTH, NH 03886	TRUSTEE 18.00	0.	0.	0.
WENDY CLOUTIER 1870 CLEVELAND HILL ROAD TAMWORTH, NH 03886	TRUSTEE 1.00	0.	0.	0.
KENNETH R. CARGILL, ESQ. 2935 WHITE MOUNTAIN HIGHWAY NORTH CONWAY, NH 03860	TRUSTEE 1.00	6,870.	0.	0.

2 Compensation of five highest-paid employees (other than those included on line 1). If none, enter "NONE."

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				

Total number of other employees paid over \$50,000 0

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors *(continued)*

3 Five highest-paid independent contractors for professional services. If none, enter "NONE."

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		
Total number of others receiving over \$50,000 for professional services		0

Part IX-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.	Expenses
1 SEE STATEMENT 9	10,903.
2 SEE STATEMENT 10	0.
3	
4	

Part IX-B Summary of Program-Related Investments

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.	Amount
1 AMOUNTS EXPENDED DURING 2019 TOWARDS THE CONSTRUCTION OF AN ADULT DAY CENTER IN CONWAY, NEW HAMPSHIRE INCLUDING RELATED EQUIPMENT AND FURNITURE.	6,251,462.
2 AMOUNTS EXPENDED DURING 2019 FOR THE PURCHASE OF TWO VEHICLES UTILIZED IN THE OPERATION OF THE ADULT DAY CENTER.	79,824.
All other program-related investments. See instructions.	
3	
Total. Add lines 1 through 3	6,331,286.

Part X Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
a	Average monthly fair market value of securities	1a	0.
b	Average of monthly cash balances	1b	1,001,725.
c	Fair market value of all other assets	1c	
d	Total (add lines 1a, b, and c)	1d	1,001,725.
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	0.
2	Acquisition indebtedness applicable to line 1 assets	2	0.
3	Subtract line 2 from line 1d	3	1,001,725.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)	4	15,026.
5	Net value of noncharitable-use assets. Subtract line 4 from line 3. Enter here and on Part V, line 4	5	986,699.
6	Minimum investment return. Enter 5% of line 5	6	49,335.

Part XI Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations, check here and do not complete this part.)

1	Minimum investment return from Part X, line 6	1	
2a	Tax on investment income for 2019 from Part VI, line 5	2a	
b	Income tax for 2019. (This does not include the tax from Part VI.)	2b	
c	Add lines 2a and 2b	2c	
3	Distributable amount before adjustments. Subtract line 2c from line 1	3	
4	Recoveries of amounts treated as qualifying distributions	4	
5	Add lines 3 and 4	5	
6	Deduction from distributable amount (see instructions)	6	
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1	7	

Part XII Qualifying Distributions (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc. - total from Part I, column (d), line 26	1a	10,903.
b	Program-related investments - total from Part IX-B	1b	6,331,286.
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2	
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required)	3a	
b	Cash distribution test (attach the required schedule)	3b	
4	Qualifying distributions. Add lines 1a through 3b. Enter here and on Part V, line 8; and Part XIII, line 4	4	6,342,189.
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b	5	24.
6	Adjusted qualifying distributions. Subtract line 5 from line 4	6	6,342,165.

Note: The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

Part XIII Undistributed Income (see instructions)

N/A

	(a) Corpus	(b) Years prior to 2018	(c) 2018	(d) 2019
1 Distributable amount for 2019 from Part XI, line 7				
2 Undistributed income, if any, as of the end of 2019:				
a Enter amount for 2018 only				
b Total for prior years:				
3 Excess distributions carryover, if any, to 2019:				
a From 2014				
b From 2015				
c From 2016				
d From 2017				
e From 2018				
f Total of lines 3a through e				
4 Qualifying distributions for 2019 from Part XII, line 4: ▶ \$				
a Applied to 2018, but not more than line 2a				
b Applied to undistributed income of prior years (Election required - see instructions)				
c Treated as distributions out of corpus (Election required - see instructions)				
d Applied to 2019 distributable amount				
e Remaining amount distributed out of corpus				
5 Excess distributions carryover applied to 2019 (If an amount appears in column (d), the same amount must be shown in column (a).)				
6 Enter the net total of each column as indicated below:				
a Corpus. Add lines 3f, 4c, and 4e. Subtract line 5				
b Prior years' undistributed income. Subtract line 4b from line 2b				
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed				
d Subtract line 6c from line 6b. Taxable amount - see instructions				
e Undistributed income for 2018. Subtract line 4a from line 2a. Taxable amount - see instr.				
f Undistributed income for 2019. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2020				
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required - see instructions)				
8 Excess distributions carryover from 2014 not applied on line 5 or line 7				
9 Excess distributions carryover to 2020. Subtract lines 7 and 8 from line 6a				
10 Analysis of line 9:				
a Excess from 2015				
b Excess from 2016				
c Excess from 2017				
d Excess from 2018				
e Excess from 2019				

Part XIV Private Operating Foundations (see instructions and Part VII-A, question 9)

1 a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2019, enter the date of the ruling **02/20/18**

b Check box to indicate whether the foundation is a private operating foundation described in section 4942(j)(3) or 4942(j)(5)

	Tax year		Prior 3 years		(e) Total
	(a) 2019	(b) 2018	(c) 2017	(d) 2016	
2 a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed	0.	665.	0.	0.	665.
b 85% of line 2a	0.	565.	0.	0.	565.
c Qualifying distributions from Part XII, line 4, for each year listed	6,342,189.	2,684,476.	0.	0.	9,026,665.
d Amounts included in line 2c not used directly for active conduct of exempt activities	0.	0.	0.	0.	0.
e Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c	6,342,189.	2,684,476.	0.	0.	9,026,665.
3 Complete 3a, b, or c for the alternative test relied upon:					
a "Assets" alternative test - enter:					
(1) Value of all assets	8,874,685.	4,273,786.			13,148,471.
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)	8,445,207.	3,579,459.			12,024,666.
b "Endowment" alternative test - enter 2/3 of minimum investment return shown in Part X, line 6, for each year listed	32,890.	14,133.	0.	0.	47,023.
c "Support" alternative test - enter:					
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)					0.
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)					0.
(3) Largest amount of support from an exempt organization					0.
(4) Gross investment income					0.

Part XV Supplementary Information (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year-see instructions.)

1 **Information Regarding Foundation Managers:**

a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)

SEE STATEMENT 11

b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.

NONE

2 **Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:**

Check here if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc., to individuals or organizations under other conditions, complete items 2a, b, c, and d.

a The name, address, and telephone number or email address of the person to whom applications should be addressed:

b The form in which applications should be submitted and information and materials they should include:

c Any submission deadlines:

d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:

Part XV Supplementary Information *(continued)*

3 Grants and Contributions Paid During the Year or Approved for Future Payment

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
<i>a Paid during the year</i> NONE				
Total			▶ 3a	0.
<i>b Approved for future payment</i> NONE				
Total			▶ 3b	0.

Part XVI-A Analysis of Income-Producing Activities

Enter gross amounts unless otherwise indicated.	Unrelated business income		Excluded by section 512, 513, or 514		(e) Related or exempt function income
	(a) Business code	(b) Amount	(c) Exclu- sion code	(d) Amount	
1 Program service revenue:					
a					
b					
c					
d					
e					
f					
g Fees and contracts from government agencies					
2 Membership dues and assessments					
3 Interest on savings and temporary cash investments					
4 Dividends and interest from securities					
5 Net rental income or (loss) from real estate:					
a Debt-financed property					
b Not debt-financed property					2,433.
6 Net rental income or (loss) from personal property					
7 Other investment income					
8 Gain or (loss) from sales of assets other than inventory					
9 Net income or (loss) from special events					
10 Gross profit or (loss) from sales of inventory					
11 Other revenue:					
a SOLAR ELECTRICITY					1,178.
b					
c					
d					
e					
12 Subtotal. Add columns (b), (d), and (e)		0.		0.	3,611.
13 Total. Add line 12, columns (b), (d), and (e)				13	3,611.

(See worksheet in line 13 instructions to verify calculations.)

Part XVI-B Relationship of Activities to the Accomplishment of Exempt Purposes

Line No.	Explain below how each activity for which income is reported in column (e) of Part XVI-A contributed importantly to the accomplishment of the foundation's exempt purposes (other than by providing funds for such purposes).
11	THE ORGANIZATION RECEIVES INCOME FROM EXCESS ELECTRICITY GENERATED FROM THE SOLAR PANELS ON ITS PROPERTY.
5	RENTAL INCOME PAID BY MEMORIAL HOSPITAL AT WELL BELOW FAIR MARKET RATE FOR RENTAL OF THE ADULT DAY CENTER WHICH IS THE BASIS OF THE FOUNDATION'S CHARITABLE TAX-EXEMPT STATUS.

Part XVII Information Regarding Transfers to and Transactions and Relationships With Noncharitable Exempt Organizations

1 Did the organization directly or indirectly engage in any of the following with any other organization described in section 501(c) (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?
a Transfers from the reporting foundation to a noncharitable exempt organization of:
(1) Cash
(2) Other assets
b Other transactions:
(1) Sales of assets to a noncharitable exempt organization
(2) Purchases of assets from a noncharitable exempt organization
(3) Rental of facilities, equipment, or other assets
(4) Reimbursement arrangements
(5) Loans or loan guarantees
(6) Performance of services or membership or fundraising solicitations
c Sharing of facilities, equipment, mailing lists, other assets, or paid employees
d If the answer to any of the above is "Yes," complete the following schedule.

Table with 4 columns: (a) Line no., (b) Amount involved, (c) Name of noncharitable exempt organization, (d) Description of transfers, transactions, and sharing arrangements. Content includes 'N/A'.

2a Is the foundation directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) (other than section 501(c)(3)) or in section 527? Yes No

Table with 3 columns: (a) Name of organization, (b) Type of organization, (c) Description of relationship. Content includes 'N/A'.

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. Signature of officer or trustee Date Title TRUSTEE

Paid Preparer Use Only Print/Type preparer's name Preparer's signature Date Check self-employed if PTIN Firm's name Firm's EIN Firm's address Phone no.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF	RENTAL INCOME	STATEMENT	1
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KIND AND LOCATION OF PROPERTY	ACTIVITY NUMBER	GROSS RENTAL INCOME
ADULT DAY CENTER	1	2,433.
TOTAL TO FORM 990-PF, PART I, LINE 5A		2,433.

FORM 990-PF	OTHER INCOME	STATEMENT	2
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DESCRIPTION	(A) REVENUE PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME
SOLAR ELECTRICITY	1,178.	0.	1,178.
TOTAL TO FORM 990-PF, PART I, LINE 11	1,178.	0.	1,178.

FORM 990-PF	ACCOUNTING FEES	STATEMENT	3
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DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
TAX PREPARATION	1,060.	0.	0.	0.
TO FORM 990-PF, PG 1, LN 16B	1,060.	0.	0.	0.

FORM 990-PF	TAXES	STATEMENT	4
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DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
INVESTMENT INCOME EXCISE TAX	13.	0.	0.	0.
TO FORM 990-PF, PG 1, LN 18	13.	0.	0.	0.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF	OTHER EXPENSES	STATEMENT	5
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DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
PERMITS/FEES	2,003.	0.	0.	2,003.
VEHICLE EXPENSES	2,030.	0.	0.	2,030.
TO FORM 990-PF, PG 1, LN 23	4,033.	0.	0.	4,033.

FORM 990-PF	DEPRECIATION OF ASSETS NOT HELD FOR INVESTMENT	STATEMENT	6
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DESCRIPTION	COST OR OTHER BASIS	ACCUMULATED DEPRECIATION	BOOK VALUE
LAND	378,818.	0.	378,818.
BUILDING	8,204,164.	68,368.	8,135,796.
FURNITURE & FIXTURES	347,939.	11,598.	336,341.
19' KIA NIRO SUV (8631)	40,064.	1,669.	38,395.
19' KIA NIRO SUV (9933)	39,760.	1,657.	38,103.
TOTAL TO FM 990-PF, PART II, LN 14	9,010,745.	83,292.	8,927,453.

FORM 990-PF	OTHER ASSETS	STATEMENT	7
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DESCRIPTION	BEGINNING OF YR BOOK VALUE	END OF YEAR BOOK VALUE	FAIR MARKET VALUE
TOWN CONSTRUCTION ESCROW	900,000.	25,207.	25,207.
CONSTRUCTION IN PROGRESS	2,300,641.	0.	0.
TO FORM 990-PF, PART II, LINE 15	3,200,641.	25,207.	25,207.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF	LIST OF SUBSTANTIAL CONTRIBUTORS PART VII-A, LINE 10	STATEMENT	8
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NAME OF CONTRIBUTOR	ADDRESS
NORMAN AND WENDY CLOUTIER	1870 CLEVELAND HILL ROAD TAMWORTH, NH 03886

FORM 990-PF	SUMMARY OF DIRECT CHARITABLE ACTIVITIES	STATEMENT	9
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ACTIVITY ONE

THE FOUNDATION WAS ESTABLISHED TO SUPPORT THE PHYSICAL, EMOTIONAL, RECREATIONAL, AND SOCIAL NEEDS OF SENIOR CITIZENS WITH DEGENERATIVE ILLNESSES ASSOCIATED WITH AGING AND RELATED MEMORY LOSS DISORDERS THROUGH THE CONSTRUCTION OF AN ADULT DAY CENTER IN CARROLL COUNTY, NEW HAMPSHIRE, A RURAL AREA IN THE NORTHERN HALF OF THE STATE. THE NEWLY CONSTRUCTED FACILITY (OPENED SEPTEMBER 2019) IS RENTED AT A SUBSTANTIALLY DISCOUNTED RATE TO A LOCAL HOSPITAL-OWNED 501(C)(3) ENTITY THAT OPERATES THE FACILITY.

EXPENSES

TO FORM 990-PF, PART IX-A, LINE 1

10,903.

FORM 990-PF	SUMMARY OF DIRECT CHARITABLE ACTIVITIES	STATEMENT	10
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ACTIVITY TWO

THE FOUNDATION WILL PROVIDE CONTINUING ADVISE AND GUIDANCE WITH REGARDS TO THE OPERATION OF THE FACILITY AS WELL AS PROVIDE ASSISTANCE TO OTHER PUBLIC CHARITIES AND CAUSES IN THE AREA THAT PROVIDE HEALTH CARE DELIVERY TO SENIOR CITIZENS AND OTHER DISADVANTAGED CITIZENS. THE FOUNDATION WILL ALSO PROVIDE RELATED EDUCATIONAL RESOURCES TO THE PUBLIC WITH REGARDS TO ELDER CARE ISSUES AND SUPPORT IN ORDER TO IMPROVE THE HEALTH AND GENERAL WELFARE OF THE GROWING SENIOR COMMUNITY AND THEIR CAREGIVERS.

EXPENSES

TO FORM 990-PF, PART IX-A, LINE 2

0.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF

PART XV - LINE 1A
LIST OF FOUNDATION MANAGERS

STATEMENT 11

NAME OF MANAGER

NORMAN CLOUTIER

WENDY CLOUTIER

2019 DEPRECIATION AND AMORTIZATION REPORT

FORM 990-PF PAGE 1

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Asset No.	Description	Date Acquired	Method	Life	Conv Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
	BUILDINGS													
2	BUILDING	09/01/19	SL	40.00	16	8,204,164.				8,204,164.			68,368.	68,368.
	* 990-PF PG 1 TOTAL BUILDINGS					8,204,164.				8,204,164.	0.		68,368.	68,368.
				.000	HY16									
	* 990-PF PG 1 TOTAL OTHER					8,204,164.				8,204,164.	0.		68,368.	68,368.
	FURNITURE & FIXTURES													
3	FURNITURE & FIXTURES	09/01/19	SL	10.00	16	347,939.				347,939.			11,598.	11,598.
	* 990-PF PG 1 TOTAL FURNITURE & FIXTURES					347,939.				347,939.	0.		11,598.	11,598.
	TRANSPORTATION EQUIPMENT													
4	19' KIA NIRO SUV (8631)	09/01/19	SL	8.00	16	40,064.				40,064.			1,669.	1,669.
5	19' KIA NIRO SUV (9933)	09/01/19	SL	8.00	16	39,760.				39,760.			1,657.	1,657.
	* 990-PF PG 1 TOTAL TRANSPORTATION EQUIPMENT					79,824.				79,824.	0.		3,326.	3,326.
	LAND													
1	LAND	01/01/18	L			378,818.				378,818.			0.	0.
	* 990-PF PG 1 TOTAL LAND					378,818.				378,818.	0.		0.	0.
	* GRAND TOTAL 990-PF PG 1 DEPR					9,010,745.				9,010,745.	0.		83,292.	83,292.
	CURRENT YEAR ACTIVITY													
	BEGINNING BALANCE					378,818.			0.	378,818.	0.			0.

2019 DEPRECIATION AND AMORTIZATION REPORT

FORM 990-PF PAGE 1

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Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
	ACQUISITIONS						8,631,927.			0.	8,631,927.	0.			83,292.
	DISPOSITIONS/RETIRED						0.			0.	0.	0.			0.
	ENDING BALANCE						9,010,745.			0.	9,010,745.	0.			83,292.
	ENDING ACCUM DEPR											83,292.			
	ENDING BOOK VALUE											8,927,453.			

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

Form **990-PF**

Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation

OMB No. 1545-0052

2018

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990PF for instructions and the latest information.

Open to Public Inspection

For calendar year 2018 or tax year beginning **FEB 20, 2018**, and ending **DEC 31, 2018**

Name of foundation BETTY C. KETCHUM FOUNDATION		A Employer identification number 82-4731555
Number and street (or P.O. box number if mail is not delivered to street address) 2935 WHITE MOUNTAIN HIGHWAY	Room/suite	B Telephone number 603-323-8606
City or town, state or province, country, and ZIP or foreign postal code NORTH CONWAY, NH 03860		C If exemption application is pending, check here <input type="checkbox"/>
G Check all that apply: <input checked="" type="checkbox"/> Initial return <input type="checkbox"/> Initial return of a former public charity <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Address change <input type="checkbox"/> Name change		D 1. Foreign organizations, check here <input type="checkbox"/> 2. Foreign organizations meeting the 85% test, check here and attach computation <input type="checkbox"/>
H Check type of organization: <input checked="" type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation		E If private foundation status was terminated under section 507(b)(1)(A), check here <input type="checkbox"/>
I Fair market value of all assets at end of year (from Part II, col. (c), line 16) ▶ \$ 4,273,786.	J Accounting method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____	F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here <input type="checkbox"/>

	(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
Part I Analysis of Revenue and Expenses (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a).)				
Revenue				
1 Contributions, gifts, grants, etc., received	4,278,753.			
2 Check <input type="checkbox"/> if the foundation is not required to attach Sch. B				
3 Interest on savings and temporary cash investments	665.	665.	665.	STATEMENT 1
4 Dividends and interest from securities				
5a Gross rents				
b Net rental income or (loss)				
6a Net gain or (loss) from sale of assets not on line 10				
b Gross sales price for all assets on line 6a				
7 Capital gain net income (from Part IV, line 2)		0.	0.	
8 Net short-term capital gain				
9 Income modifications				
10a Gross sales less returns and allowances				
b Less: Cost of goods sold				
c Gross profit or (loss)				
11 Other income				
12 Total. Add lines 1 through 11	4,279,418.	665.	665.	
Operating and Administrative Expenses				
13 Compensation of officers, directors, trustees, etc.	5,017.	0.	0.	5,017.
14 Other employee salaries and wages				
15 Pension plans, employee benefits				
16a Legal fees				
b Accounting fees				
c Other professional fees				
17 Interest				
18 Taxes				
19 Depreciation and depletion				
20 Occupancy				
21 Travel, conferences, and meetings				
22 Printing and publications				
23 Other expenses STMT 2	615.	0.	0.	0.
24 Total operating and administrative expenses. Add lines 13 through 23	5,632.	0.	0.	5,017.
25 Contributions, gifts, grants paid	0.			0.
26 Total expenses and disbursements. Add lines 24 and 25	5,632.	0.	0.	5,017.
27 Subtract line 26 from line 12:				
a Excess of revenue over expenses and disbursements	4,273,786.			
b Net investment income (if negative, enter -0-)		665.		
c Adjusted net income (if negative, enter -0-)			665.	

Part II Balance Sheets		Attached schedules and amounts in the description column should be for end-of-year amounts only.		
		Beginning of year (a) Book Value	End of year (b) Book Value (c) Fair Market Value	
Assets	1	Cash - non-interest-bearing	693,677.	693,677.
	2	Savings and temporary cash investments	650.	650.
	3	Accounts receivable ▶		
		Less: allowance for doubtful accounts ▶		
	4	Pledges receivable ▶		
		Less: allowance for doubtful accounts ▶		
	5	Grants receivable		
	6	Receivables due from officers, directors, trustees, and other disqualified persons		
	7	Other notes and loans receivable ▶		
		Less: allowance for doubtful accounts ▶		
	8	Inventories for sale or use		
	9	Prepaid expenses and deferred charges		
	10a	Investments - U.S. and state government obligations		
	b	Investments - corporate stock		
	c	Investments - corporate bonds		
	11	Investments - land, buildings, and equipment: basis 378,818.		
	Less: accumulated depreciation	378,818.	378,818.	
12	Investments - mortgage loans			
13	Investments - other			
14	Land, buildings, and equipment: basis ▶			
	Less: accumulated depreciation			
15	Other assets (describe ▶ STATEMENT 3)	0.	3,200,641.	3,200,641.
16	Total assets (to be completed by all filers - see the instructions. Also, see page 1, item I)	0.	4,273,786.	4,273,786.
Liabilities	17	Accounts payable and accrued expenses		
	18	Grants payable		
	19	Deferred revenue		
	20	Loans from officers, directors, trustees, and other disqualified persons		
	21	Mortgages and other notes payable		
	22	Other liabilities (describe ▶)		
23	Total liabilities (add lines 17 through 22)	0.	0.	
Net Assets or Fund Balances	Foundations that follow SFAS 117, check here <input type="checkbox"/> and complete lines 24 through 26, and lines 30 and 31.			
	24	Unrestricted		
	25	Temporarily restricted		
	26	Permanently restricted		
	Foundations that do not follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 27 through 31.			
	27	Capital stock, trust principal, or current funds	0.	0.
	28	Paid-in or capital surplus, or land, bldg., and equipment fund	0.	0.
29	Retained earnings, accumulated income, endowment, or other funds	0.	4,273,786.	
30	Total net assets or fund balances	0.	4,273,786.	
31	Total liabilities and net assets/fund balances	0.	4,273,786.	

Part III Analysis of Changes in Net Assets or Fund Balances

1	Total net assets or fund balances at beginning of year - Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	0.
2	Enter amount from Part I, line 27a	2	4,273,786.
3	Other increases not included in line 2 (itemize) ▶	3	0.
4	Add lines 1, 2, and 3	4	4,273,786.
5	Decreases not included in line 2 (itemize) ▶	5	0.
6	Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 30	6	4,273,786.

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (for example, real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)		(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a				
b	NONE			
c				
d				
e				
(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) ((e) plus (f) minus (g))	
a				
b				
c				
d				
e				
Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69.				(i) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
(l) FMV as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any		
a				
b				
c				
d				
e				
2	Capital gain net income or (net capital loss) { If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7		2	
3	Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). If (loss), enter -0- in Part I, line 8		3	

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

N/A

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period? Yes No

If "Yes," the foundation doesn't qualify under section 4940(e). Do not complete this part.

1 Enter the appropriate amount in each column for each year; see the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2017			
2016			
2015			
2014			
2013			

2	Total of line 1, column (d)	2	
3	Average distribution ratio for the 5-year base period - divide the total on line 2 by 5.0, or by the number of years the foundation has been in existence if less than 5 years	3	
4	Enter the net value of noncharitable-use assets for 2018 from Part X, line 5	4	
5	Multiply line 4 by line 3	5	
6	Enter 1% of net investment income (1% of Part I, line 27b)	6	
7	Add lines 5 and 6	7	
8	Enter qualifying distributions from Part XII, line 4 If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions.	8	

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948 - see instructions)	
1a Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary-see instructions)	
b Domestic foundations that meet the section 4940(e) requirements in Part V, check here <input type="checkbox"/> and enter 1% of Part I, line 27b _____	1 13.
c All other domestic foundations enter 2% of line 27b. Exempt foreign organizations, enter 4% of Part I, line 12, col. (b).	
2 Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)	2 0.
3 Add lines 1 and 2	3 13.
4 Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)	4 0.
5 Tax based on investment income. Subtract line 4 from line 3. If zero or less, enter -0-	5 13.
6 Credits/Payments:	
a 2018 estimated tax payments and 2017 overpayment credited to 2018	6a 0.
b Exempt foreign organizations - tax withheld at source	6b 0.
c Tax paid with application for extension of time to file (Form 8868)	6c 0.
d Backup withholding erroneously withheld	6d 0.
7 Total credits and payments. Add lines 6a through 6d	7 0.
8 Enter any penalty for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached	8 0.
9 Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed	9 13.
10 Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid	10
11 Enter the amount of line 10 to be: Credited to 2019 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>	11

Part VII-A Statements Regarding Activities		
	Yes	No
1a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		X
b Did it spend more than \$100 during the year (either directly or indirectly) for political purposes? See the instructions for the definition. If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.		X
c Did the foundation file Form 1120-POL for this year?		X
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. $\$$ 0. (2) On foundation managers. $\$$ 0.		
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. $\$$ 0.		
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? If "Yes," attach a detailed description of the activities.		X
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? If "Yes," attach a conformed copy of the changes		X
4a Did the foundation have unrelated business gross income of \$1,000 or more during the year?		X
b If "Yes," has it filed a tax return on Form 990-T for this year? N/A		
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? If "Yes," attach the statement required by General Instruction T.		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?		X
7 Did the foundation have at least \$5,000 in assets at any time during the year? If "Yes," complete Part II, col. (c), and Part XV	X	
8a Enter the states to which the foundation reports or with which it is registered. See instructions. NH		
b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by General Instruction G? If "No," attach explanation	X	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2018 or the tax year beginning in 2018? See the instructions for Part XIV. If "Yes," complete Part XIV	X	
10 Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses STMT 4	X	

Part VII-A Statements Regarding Activities (continued)

		Yes	No
11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule. See instructions		X
12	Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement. See instructions		X
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ▶ N/A	X	
14	The books are in care of ▶ NORMAN CLOUTIER Telephone no. ▶ 603-323-8606 Located at ▶ 1870 CLEVELAND HILL ROAD, TAMWORTH, NH ZIP+4 ▶ 03886		
15	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 - check here and enter the amount of tax-exempt interest received or accrued during the year		
		15	N/A
16	At any time during calendar year 2018, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114. If "Yes," enter the name of the foreign country ▶		X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

		Yes	No
1a	During the year, did the foundation (either directly or indirectly):		
(1)	Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2)	Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3)	Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4)	Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5)	Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(6)	Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b	If any answer is "Yes" to 1a(1)-(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance? See instructions		
	Organizations relying on a current notice regarding disaster assistance, check here ▶ <input type="checkbox"/> N/A	1b	
c	Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2018?	1c	X
2	Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):		
a	At the end of tax year 2018, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2018? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," list the years ▶		
b	Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement - see instructions.)	2b	N/A
c	If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. ▶		
3a	Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b	If "Yes," did it have excess business holdings in 2018 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2018.)	3b	N/A
4a	Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	X
b	Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2018?	4b	X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)

		Yes	No
6a During the year, did the foundation pay or incur any amount to:			
(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3) Provide a grant to an individual for travel, study, or other similar purposes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4) Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? See instructions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If any answer is "Yes" to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance? See instructions	N/A	6b	
Organizations relying on a current notice regarding disaster assistance, check here	<input type="checkbox"/>		
c If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?	N/A <input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," attach the statement required by Regulations section 53.4945-5(d).			
6a Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6b	X
b Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract?			
If "Yes" to 6b, file Form 8870.			
7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction?	N/A	7b	
8 Is the foundation subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors

1 List all officers, directors, trustees, and foundation managers and their compensation.

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NORMAN CLOUTIER 1870 CLEVELAND HILL ROAD TAMWORTH, NH 03886	TRUSTEE 15.00	0.	0.	0.
WENDY CLOUTIER 1870 CLEVELAND HILL ROAD TAMWORTH, NH 03886	TRUSTEE 2.00	0.	0.	0.
KENNETH R. CARGILL, ESQ. 2935 WHITE MOUNTAIN HIGHWAY NORTH CONWAY, NH 03860	TRUSTEE 1.00	5,017.	0.	0.

2 Compensation of five highest-paid employees (other than those included on line 1). If none, enter "NONE."

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				

Total number of other employees paid over \$50,000

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors *(continued)*

3 Five highest-paid independent contractors for professional services. If none, enter "NONE."

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		
Total number of others receiving over \$50,000 for professional services		0

Part IX-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.

	Expenses
1 SEE STATEMENT 5	0.
2 SEE STATEMENT 6	0.
3	
4	

Part IX-B Summary of Program-Related Investments

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.

	Amount
1 AMOUNTS EXPENDED DURING 2018 TOWARDS THE PURCHASE OF LAND AND CONSTRUCTION OF AN ADULT DAY CENTER IN CONWAY, NEW HAMPSHIRE	2,679,459.
2	
All other program-related investments. See instructions.	
3	
Total. Add lines 1 through 3	2,679,459.

Part X Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
a	Average monthly fair market value of securities	1a	0.
b	Average of monthly cash balances	1b	498,746.
c	Fair market value of all other assets	1c	
d	Total (add lines 1a, b, and c)	1d	498,746.
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	0.
2	Acquisition indebtedness applicable to line 1 assets	2	0.
3	Subtract line 2 from line 1d	3	498,746.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)	4	7,481.
5	Net value of noncharitable-use assets. Subtract line 4 from line 3. Enter here and on Part V, line 4	5	491,265.
6	Minimum investment return. Enter 5% of line 5 ADJUSTED FOR SHORT TAX PERIOD	6	21,199.

Part XI Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations, check here and do not complete this part.)

1	Minimum investment return from Part X, line 6	1	
2a	Tax on investment income for 2018 from Part VI, line 5	2a	
b	Income tax for 2018. (This does not include the tax from Part VI.)	2b	
c	Add lines 2a and 2b	2c	
3	Distributable amount before adjustments. Subtract line 2c from line 1	3	
4	Recoveries of amounts treated as qualifying distributions	4	
5	Add lines 3 and 4	5	
6	Deduction from distributable amount (see instructions)	6	
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1	7	

Part XII Qualifying Distributions (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc. - total from Part I, column (d), line 26	1a	5,017.
b	Program-related investments - total from Part IX-B	1b	2,679,459.
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2	
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required)	3a	
b	Cash distribution test (attach the required schedule)	3b	
4	Qualifying distributions. Add lines 1a through 3b. Enter here and on Part V, line 8; and Part XIII, line 4	4	2,684,476.
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b	5	0.
6	Adjusted qualifying distributions. Subtract line 5 from line 4	6	2,684,476.

Note: The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

Part XIII Undistributed Income (see Instructions)

N/A

	(a) Corpus	(b) Years prior to 2017	(c) 2017	(d) 2018
1 Distributable amount for 2018 from Part XI, line 7				
2 Undistributed Income, if any, as of the end of 2018:				
a Enter amount for 2017 only				
b Total for prior years:				
3 Excess distributions carryover, if any, to 2018:				
a From 2013				
b From 2014				
c From 2015				
d From 2016				
e From 2017				
f Total of lines 3a through e				
4 Qualifying distributions for 2018 from Part XII, line 4: ► \$				
a Applied to 2017, but not more than line 2a				
b Applied to undistributed income of prior years (Election required - see instructions)				
c Treated as distributions out of corpus (Election required - see instructions)				
d Applied to 2018 distributable amount				
e Remaining amount distributed out of corpus				
5 Excess distributions carryover applied to 2018 (if an amount appears in column (d), the same amount must be shown in column (a).)				
6 Enter the net total of each column as indicated below:				
a Corpus. Add lines 3f, 4c, and 4e. Subtract line 5				
b Prior years' undistributed income. Subtract line 4b from line 2b				
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed				
d Subtract line 6c from line 6b. Taxable amount - see instructions				
e Undistributed income for 2017. Subtract line 4a from line 2a. Taxable amount - see instr.				
f Undistributed income for 2018. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2019				
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required - see instructions)				
8 Excess distributions carryover from 2013 not applied on line 5 or line 7				
9 Excess distributions carryover to 2019. Subtract lines 7 and 8 from line 6a				
10 Analysis of line 9:				
a Excess from 2014				
b Excess from 2015				
c Excess from 2016				
d Excess from 2017				
e Excess from 2018				

Part XIV Private Operating Foundations (see instructions and Part VII-A, question 9)

1 a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2018, enter the date of the ruling **02/20/18**
 b Check box to indicate whether the foundation is a private operating foundation described in section 4942(j)(3) or 4942(j)(5)

	Tax year				(e) Total
	(a) 2018	(b) 2017	(c) 2016	(d) 2015	
2 a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed	665.	0.	0.	0.	665.
b 85% of line 2a	565.	0.	0.	0.	565.
c Qualifying distributions from Part XII, line 4 for each year listed	2,684,476.	0.	0.	0.	2,684,476.
d Amounts included in line 2c not used directly for active conduct of exempt activities	0.	0.	0.	0.	0.
e Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c	2,684,476.	0.	0.	0.	2,684,476.
3 Complete 3a, b, or c for the alternative test relied upon:					
a "Assets" alternative test - enter:					
(1) Value of all assets	4,273,786.				4,273,786.
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)	3,579,459.				3,579,459.
b "Endowment" alternative test - enter 2/3 of minimum investment return shown in Part X, line 6 for each year listed	14,133.	0.	0.	0.	14,133.
c "Support" alternative test - enter:					
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)					0.
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)					0.
(3) Largest amount of support from an exempt organization					0.
(4) Gross investment income					0.

Part XV Supplementary Information (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year-see instructions.)

1 **Information Regarding Foundation Managers:**
 a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)

SEE STATEMENT 7
 b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.

NONE

2 **Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:**
 Check here if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc., to individuals or organizations under other conditions, complete items 2a, b, c, and d.

- a The name, address, and telephone number or email address of the person to whom applications should be addressed:
- b The form in which applications should be submitted and information and materials they should include:
- c Any submission deadlines:
- d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:

Part XV Supplementary Information *(continued)*

3 Grants and Contributions Paid During the Year or Approved for Future Payment				
Recipient	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
Name and address (home or business)				
a Paid during the year				
NONE				
Total				▶ 3a 0.
b Approved for future payment				
NONE				
Total				▶ 3b 0.

Part XVI-A Analysis of Income-Producing Activities

Enter gross amounts unless otherwise indicated.

	Unrelated business income		Excluded by section 512, 513, or 514		(e) Related or exempt function income
	(a) Business code	(b) Amount	(c) Exclu- sion code	(d) Amount	
1 Program service revenue:					
a _____					
b _____					
c _____					
d _____					
e _____					
f _____					
g Fees and contracts from government agencies					
2 Membership dues and assessments					
3 Interest on savings and temporary cash investments			14	665.	
4 Dividends and interest from securities					
5 Net rental income or (loss) from real estate:					
a Debt-financed property					
b Not debt-financed property					
6 Net rental income or (loss) from personal property					
7 Other investment income					
8 Gain or (loss) from sales of assets other than inventory					
9 Net income or (loss) from special events					
10 Gross profit or (loss) from sales of inventory					
11 Other revenue:					
a _____					
b _____					
c _____					
d _____					
e _____					
12 Subtotal. Add columns (b), (d), and (e)		0.		665.	0.
13 Total. Add line 12, columns (b), (d), and (e)			13	665.	665.

(See worksheet in line 13 instructions to verify calculations.)

Part XVI-B Relationship of Activities to the Accomplishment of Exempt Purposes

Line No. ▼	Explain below how each activity for which income is reported in column (e) of Part XVI-A contributed importantly to the accomplishment of the foundation's exempt purposes (other than by providing funds for such purposes).

Form 990-PF (2018)

BETTY C. KETCHUM FOUNDATION

Part XVII Information Regarding Transfers to and Transactions and Relationships With Noncharitable Exempt Organizations

		Yes	No
1 Did the organization directly or indirectly engage in any of the following with any other organization described in section 501(c) (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?			
a Transfers from the reporting foundation to a noncharitable exempt organization of:			
(1) Cash	1a(1)		X
(2) Other assets	1a(2)		X
b Other transactions:			
(1) Sales of assets to a noncharitable exempt organization	1b(1)		X
(2) Purchases of assets from a noncharitable exempt organization	1b(2)		X
(3) Rental of facilities, equipment, or other assets	1b(3)		X
(4) Reimbursement arrangements	1b(4)		X
(5) Loans or loan guarantees	1b(5)		X
(6) Performance of services or membership or fundraising solicitations	1b(6)		X
c Sharing of facilities, equipment, mailing lists, other assets, or paid employees	1c		X

d If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting foundation. If the foundation received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received.

(a) Line no.	(b) Amount involved	(c) Name of noncharitable exempt organization	(d) Description of transfers, transactions, and sharing arrangements
		N/A	

2a Is the foundation directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) (other than section 501(c)(3)) or in section 527? Yes No

b If "Yes," complete the following schedule.

(a) Name of organization	(b) Type of organization	(c) Description of relationship
N/A		

Sign Here	<small>Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.</small>	<small>May the IRS discuss this return with the preparer shown below? See instr.</small> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: none; width: 50%;">Signature of officer or trustee ▶</td> <td style="border: none; width: 50%; text-align: center;">TRUSTEE</td> </tr> <tr> <td style="border: none;">Date</td> <td style="border: none;">Title</td> </tr> </table>		Signature of officer or trustee ▶	TRUSTEE
Signature of officer or trustee ▶	TRUSTEE			
Date	Title			

Paid Preparer Use Only	Print/Type preparer's name DAVID A. CAPUTO, CPA	Preparer's signature	Date 05/10/19	Check <input checked="" type="checkbox"/> if self-employed	PTIN P00184707
	Firm's name ▶ GAMWELL, CAPUTO, KELSCH & CO, PLLC				Firm's EIN ▶ 02-0522664
	Firm's address ▶ 481 WHITE MOUNTAIN HIGHWAY CONWAY, NH 03818				Phone no. 603-447-3356

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF INTEREST ON SAVINGS AND TEMPORARY CASH INVESTMENTS STATEMENT 1

SOURCE	(A) REVENUE PER BOOKS	(B) NET INVESTMENT INCOME	(C) ADJUSTED NET INCOME
TD BANK	665.	665.	665.
TOTAL TO PART I, LINE 3	665.	665.	665.

FORM 990-PF OTHER EXPENSES STATEMENT 2

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
TAX-EXEMPT APPLICATION FEE	600.	0.	0.	0.
BANK FEES	15.	0.	0.	0.
TO FORM 990-PF, PG 1, LN 23	615.	0.	0.	0.

FORM 990-PF OTHER ASSETS STATEMENT 3

DESCRIPTION	BEGINNING OF YR BOOK VALUE	END OF YEAR BOOK VALUE	FAIR MARKET VALUE
TOWN CONSTRUCTION ESCROW	0.	900,000.	900,000.
CONSTRUCTION IN PROGRESS	0.	2,300,641.	2,300,641.
TO FORM 990-PF, PART II, LINE 15	0.	3,200,641.	3,200,641.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF	LIST OF SUBSTANTIAL CONTRIBUTORS PART VII-A, LINE 10	STATEMENT	4
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NAME OF CONTRIBUTOR	ADDRESS
NORMAN AND WENDY CLOUTIER	1870 CLEVELAND HILL ROAD TAMWORTH, NH 03886

FORM 990-PF	SUMMARY OF DIRECT CHARITABLE ACTIVITIES	STATEMENT	5
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ACTIVITY ONE

THE FOUNDATION WAS ESTABLISHED TO SUPPORT THE PHYSICAL, EMOTIONAL, RECREATIONAL, AND SOCIAL NEEDS OF SENIOR CITIZENS WITH DEGENERATIVE ILLNESSES ASSOCIATED WITH AGING AND RELATED MEMORY LOSS DISORDERS THROUGH THE CONSTRUCTION OF AN ADULT DAY CENTER IN CARROLL COUNTY, NEW HAMPSHIRE, A RURAL AREA IN THE NORTHERN HALF OF THE STATE. ONCE COMPLETE THE FACILITY WILL BE RENTED AT A SUBSTANTIALLY DISCOUNTED RATE TO A LOCAL HOSPITAL-OWNED 501(C)(3) ENTITY THAT WILL OPERATE THE FACILITY.

TO FORM 990-PF, PART IX-A, LINE 1

EXPENSES

0.

FORM 990-PF	SUMMARY OF DIRECT CHARITABLE ACTIVITIES	STATEMENT	6
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ACTIVITY TWO

ONCE THE AFOREMENTIONED FACILITY IS COMPLETE THE FOUNDATION WILL PROVIDE CONTINUING ADVISE AND GUIDANCE WITH REGARDS TO THE OPERATION OF THE FACILITY AS WELL AS PROVIDE ASSISTANCE TO OTHER PUBLIC CHARITIES AND CAUSES IN THE AREA THAT PROVIDE HEALTH CARE DELIVERY TO SENIOR CITIZENS AND OTHER DISADVANTAGED CITIZENS. THE FOUNDATION WILL ALSO PROVIDE RELATED EDUCATIONAL RESOURCES TO THE PUBLIC WITH REGARDS TO ELDER CARE ISSUES AND SUPPORT IN ORDER TO IMPROVE THE HEALTH AND GENERAL WELFARE OF THE GROWING SENIOR COMMUNITY AND THEIR CAREGIVERS.

TO FORM 990-PF, PART IX-A, LINE 2

EXPENSES

0.

BETTY C. KETCHUM FOUNDATION

82-4731555

FORM 990-PF

PART XV - LINE 1A
LIST OF FOUNDATION MANAGERS

STATEMENT 7

NAME OF MANAGER

NORMAN CLOUTIER
WENDY CLOUTIER



Mount Washington Valley
Adult Day Center

Betty C. Ketchum Foundation

Board Of Trustees

Norman Cloutier (President)

Wayne Grenier

Susan Staples Smith (Secretary)

Rachel Andrews Damon

Stephen L Woodcock (Treasurer)

Patricia J. Thorney, RN, BSN, BS, MA, CLNC

Cell: e-mail:

EDUCATION: Nationally Certified Legal Nurse Consultant (CLNC), September, 2011
BS in Nursing, May, 2010: Quinnipiac University, Hamden, CT
Student Nurse Internship, 2010: Institute of Living, Hartford, CT
MA in Education, May 1990: UConn, Storrs, CT
Certificate of Outdoor Leadership, Wilderness Education Association, 1986: 30-day
expedition in the Wind River Range, Wyoming
BS in Education, May 1980: Southern CT. State University, New Haven, CT

SELECTED WORK EXPERIENCE:

2000 - Present: Owner & CEO, Extreme Potentials - Management/Educational Consulting:
Develops/Designs/Implements programs for Medical, EMS, Corporate, Civic, Educational,
Governmental, and Spiritual groups utilizing indoor content, outdoor adventure training, and Legal
Nurse Consulting.

Feb. 2021 – Present: COVID Triage Nurse, Travel Nurse Assignment at Alice Peck Day Memorial
Hospital, Lebanon, NH. 13-weeks from 2/8/21 – 5/7/21.

2018 - 2021: Triage Nurse, White Mountain Community Health Center, Conway, NH

2012 - 2018: Nurse Case Manager, Hospice/Home Health, Salisbury Visiting Nurse Association,
(SVNA), Salisbury, CT

2011 - 2012: Charge Nurse, Geer Nursing and Rehabilitation, Canaan, CT.

2005 - 2010: Emergency Department Technician, Graduate Nurse, 2010: Orientation on Inpatient
Medical/Surgical, Charlotte Hungerford Hospital, Torrington, CT.

1988 - 2000: Executive Vice President, ABOVE & BEYOND, Lakeville, CT. Management &
Educational Consulting.

SELECTED PRESENTATIONS/FACILITATION:

2003 - 2012 Emergency Medical Services Education Seminars (EMS ED/SEM) State Education
Conference Faculty - Designed/Facilitated sessions in Alzheimer's Disease, Communication,
Diversity, EMS and Law, Leadership, Microbial Pathophysiology, Pediatrics Team Development,
Women in EMS for 2-Day conferences in Cromwell, CT.

2009: Presentation/Discussion Workshop - "Organic Foods for the Patient, the Economy, and the
Future" at Waterbury Hospital.

2007: Strategic Planning/SWOT Analysis - CT. Emergency Medical Services Advisory Board
(CEMSAB) - 2-Day Session to develop an 18-month plan to achieve specific goals in Cromwell, CT.

2006: CT State Dept. of Higher Education Accelerated Teacher Program - Designed/Facilitated a 5-
Hour Workshop on Conflict Resolution: Peer/Parent/Administration/Student for teacher certification.

2001: "The Gift," 1½-Day Session: *a celebration of mind, body and spirit*, with Massachusetts Council
of Nursing Organizations, and in 2000 with NY City Women's Forum.

2000: "Business Diversity & Strategic Initiatives: Charting the Course for Change," for AMTRAK in
Boston, Florida, Washington D.C., Pennsylvania – 2-Day Manager Workshop focusing on
Stereotyping, Equity Checking, Employment Law, Inclusion/Exclusion, Confrontation Strategies.

2000: "The Successful Supervisor for Local Network Services," for AT&T, Chicago, Ill. – 3-Day
Program focusing on Streamlining Work Priorities, Ethical Business Principles, Two-Way Team
Communication, Consistently Managing Good Performance, Effective Coaching Styles, Leveraging
Diversity, Securing Resources.

PAGE 2

SELECTED PRESENTATIONS/FACILITATION:

1995: "The Adventure of Management Training for Women," at The Friendship Palace, Beijing, China, as a citizen ambassador for the US/China Joint Conference on Women's Issues. Received in January 1996 at The White House for a follow-up conference with then First Lady, Hillary Rodham Clinton.

VOLUNTEERISM:

2017 – Present: Tin Mountain Conservation Center, Inc., Albany, NH, Event volunteer.

2016 – 2018: Northwest Regional Ropes Rescue Team (NWRRT), Lakeville Hose Co., Lakeville, CT, High & Low Angle Rescue & Recovery.

1994 - 2018: Advanced Emergency Medical Technician (AEMT) CT State Certified, Active Member of Salisbury Volunteer Ambulance Service, Salisbury, CT, and Search and Rescue serving the Northwest Corner of CT.

2006 - 2008: Torrington Area Health District, CT, Emergency Preparedness Committee Member. Designed/facilitated triage for mock Smallpox Clinic. Assisted in Flu Clinic at Housatonic Valley Regional High School, Falls Village, CT.

1997: 10-Day Medical Mercy Mission: Guatemala, through Flying Doctors of America, Georgia. Medical assistant to Mission Director, Ophthalmologist, Pediatrician, and Chiropractor.

PUBLICATIONS:

2010: Annotated Bibliography- "Selected self management factors and asthma control in community dwelling adults with asthma." Research dissemination: May, 2010.

1999: "When a Crisis in the Wilderness Becomes a Critical Incident," Wilderness Medicine Newsletter, May/June, Volume 10, Number 3.

PROFESSIONAL AFFILIATION:

National Association of Certified Legal Nurse Consultants

REFERENCES: Furnished upon request.

Anne E. Ranger

*PSS
Personal Support
Specialist*

Education:

Husson College, Bangor, Maine

Graduated May 1993

Associate of Science in Court and Conference Reporting

Experience:

Fallbrook Woods Assisted Living

08/2017 – Present

Personal Support Specialist

- Personal care including bathing, toileting, hair care and skin care.
- Assist residents with walking and transferring out of wheelchairs or beds with Hoyer Lift or Sara Lift.
- Assist residents with meals.

~~Life-Enrichment-Associate~~

- Assist with planning and organizing activities for residents.
- Assist or conduct group or individual activities.
- Responsible for driving the facility van for outings with residents.

The Cedars of Portland

06/2016 – 08/2017

Receptionist

- Welcome visitors by greeting them in person or on the phone.
- Direct visitors by maintaining employee and resident directories.
- Make photocopies for departments and staff.
- Send outgoing faxes and distribute incoming faxes to appropriate departments.
- Sort and distribute mail.
- Data entry of new admissions and updating files.

Self-Employed, Standish, Maine

12/2010 – 03/2016

In-home Caregiver

- Assist clients in addressing everyday personal needs such as toileting, bathing, and grooming.
- Perform light housekeeping activities such as cleaning, dusting, and vacuuming.
- Make beds daily and change linen as often as required.
- Engage clients in physical and mental exercises prescribed by their doctors.
- Escort to appointments.
- Provide companionship daily by lending an ear or a shoulder to lean on.
- Engage clients in outdoor activities such as walking.

- Prepare food or oversee the preparation of food to ensure proper hygiene standards are met and that doctors' orders are being followed.
- Manage laundry and ironing activities.
- Run errands including grocery shopping, bill payment and mail handling.

Saint Joseph's College, Standish, Maine

02/2006 – 04/2010

Office Assistant – Office of Academic Records

- Serves as first point of contact for the office by answering phones, greeting students, faculty, staff, and public.
- Provide official transcripts to students when requested.
- Maintain an efficient filing system by keeping current and past students separate and ensuring proper documents are in each file.
- Assist with Commencement ceremonies and graduation process.
- Ensure student data is current and up to date.

Gorham Police Department, Gorham, Maine

07/2003 – 02/2006

Office Assistant to the Detective Unit

- Fielding all telephone calls to the Detective Unit.
- Transcribing interviews using Wave Dictaphone Software.
- Maintain accurate filing system.
- Preparing paperwork for court presentations and prosecution purposes.
- Sending correspondence to victims, witnesses, attorneys, and other agencies.
- Notify officers of upcoming court dates, tracks police department open cases, monitors felony cases, resubmit cases to patrol if more investigations need to be done.

Skills:

Microsoft Windows, Microsoft Office, Premier Power Court Reporting, IMC Police Department Software, Wave Dictaphone Software, SCAN Educational Software for Colleges.

DEBRA S. MEADER

Professional Summary

Motivated, compassionate, dependable and a 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 working with people in a variety of different 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, Excel & various databases. Confidentiality has been held as high standard throughout career.

Professional Experience

Chalmers Insurance Group June 2019- August 2021

Client Services Associate to an Account Manager in Commercial Lines department with business accounts and various tasks to service the clients with insurance needs

White Mountain Community Health Center August 2017- June 2019

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. 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.

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.

Page 2

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

Presently Board Member – White Mountain Community Health Center
Presently active with MWV Eagles Basketball Club fundraising
Past Volunteer Project Succeed Conway's After School Enrichment Program
Past President of MWV Eagles Basketball Club & member of Kennett Football Boosters
Past Member of the Friends of Families Coalition
Past Advisory Committee for Little Eagles Early Childhood Program at Kennett
Past VP & President of Madison Parent Teacher Organization
Past Member of Advisory Board of Madison Mustang Academy After School Program
Past Treasurer & President for Madison Preschool Board
Past Board President & Board Member - Families Matter in Carroll County

KATHRYN MALIA

EDUCATION

University of Missouri-Columbia
Bachelor of Science-Nursing
May 1990

PROFESSIONAL EXPERIENCE

- 2017-2021 School Nurse, MSAD72, Fryeburg Maine
School Nurse district-wide, 800 students.
- 2012-2017 SAU9 Conway, New Hampshire
Substitute School Nurse for 3 elementary schools, middle school and high school.
- 1998-1999 Conway Elementary School
Conway, New Hampshire
School Nurse - 240 student elementary school
- 1994-1998 City of Portland - Public Health Department
Maternal - Child Health Division
Public Health Nurse - Responsibilities included home-visiting and case-management services for prenatal, postpartum, and young families along with community outreach, health screenings and other duties specified by the Public Health Department.
- Summers
1991, 1993, 2015 Merrowvista Education Center
Tuftonboro, New Hampshire
Camp Nurse - 200 campers and staff.
- 1992-1993 St. Paul Children's Hospital
St. Paul, Minnesota
Staff Nurse - Float pool of pediatric hospital. Rotated among all areas of the hospital.
- 1990-1991 Cardinal Glennon Children's Hospital
St. Louis, Missouri

Staff Nurse - Surgical Unit for children ages 1-10.

REFERENCES

Available upon request

Application Form



Applicant Name: Sandra Layne
Application Date: October 21, 2019
Requisition #: 124990
Department: Adult Day Center
Job Title: Activities & Personal Care Assistant -
Adult Day Center
Shift: Day Shift
Schedule: Full Time

Personal Info

Personal Information

This organization is a member of the MaineHealth System.

MaineHealth values diversity and is an Equal Opportunity/Affirmative Action employer. Federal and state laws prohibit discrimination in employment because of race, color, national origin, religion, age, sex, sexual orientation, disability or veteran status. The values of MaineHealth reflect our fundamental commitment to quality, our rich tradition of ethical decision-making, and our commitment to treating each individual with dignity and respect. These values reflect the very nature of who we are and serve as a prelude to our Code.

This organization also provides reasonable accommodations to disabled employees and applicants as required by law.

Please contact talentacquisition@mainehealth.org if you would like to request an accommodation related to the application and/or hiring process.

Instructions to Applicant

1. You must fully and accurately complete the Application for Employment. Incomplete applications will not be considered.
2. If you are hired, you will be required to provide documentation to demonstrate your legal authorization to work in the United States.

First Name: *Sandra

Do you have a middle name? *Yes

MI: *Jean

Last Name: *Layne

Email Address: *stowhiker@yahoo.com

Primary Number: *(207) 697-2177

Primary Phone Type: *Home

MaineHealth may communicate with you via text message if you provide a cell phone number. You will have an opportunity to opt out of this communication source at any time.

Mailing Address

Address 1:

Address 2:

City:

State: *ME

Zip: *04037

Province:

Country: *USA

Minimum Salary Desired: *

Actw Director 154 per

Resume

Resume

You may upload a resume or cover letter below.

Education

Education History

Did you submit a resume? *No

What is your highest level of education relevant to this position? *High School Diploma or equivalent

Education History Review

Please review your education history. Use the Add More Education button to add additional education history.

Education History Review 1

School Information

Name of School: *Fryeburg Academy

City: *Fryeburg

State: ME

Province/Region:

Country: *USA

Degree Information

Did you graduate? *Yes

Major Field of Study: *General studies

Click next if resume has been submitted.

Licensure

License/Certification/Registration

Do you have any professional licensures or certifications? *Yes

Professional Licensure (i.e. nursing license, etc.)

License/Certification/Registration 1

License Details

License/Certification/Registration: *Certified

Residential Medication Aide

State: *ME

License Number: *N/a

License Expires: *04/30/2020

Work History

Work History

Did you submit a resume? *No

How many years of relevant experience do you have in this position? *10+ years

Are you currently employed? *No

Have you ever been employed? *Yes

Work Experience

Please review your employment history. Use the Add Work Experience button to enter additional employment.

Work Experience 1

Company Information
Name of Company: *Fryeburg Health Care
Street: 70 Fairview dr.
City: *Fryeburg
State: *Maine
Zip: 04037
Job Title: *Activity Director
Date of Hire: *02/05/2001
Are you currently employed at this company? *No
Employed To: *10/31/2018

Additional Details

If name was different while working here, please list.
Job Duties and Responsibilities: *Plan, develop, organize, implement and direct the activity department. Also supported with personal care / medication administration .
Reason for Leaving: *Facility was sold
Supervisor's Name: *Jim Dutton
Supervisor's Phone Number: *(207) 935-2818
Supervisor's Email:

Work Experience 2

Company Information
Name of Company: *BellaPoint Fryeburg
Street: 70 Fairview dr
City: *Fryeburg
State: *Maine
Zip: 04037
Job Title: *Transportation Coordinator
Date of Hire: *11/01/2018
Are you currently employed at this company? *No
Employed To: *06/14/2019

Additional Details

If name was different while working here, please list.
Job Duties and Responsibilities: *Scheduling, transporting and assisting individuals with medical appointments. Managed medical personnel's schedules, assisted with personal care and medication administration.
Reason for Leaving: *Personal (family medical needs)
Supervisor's Name: *Kerri Noble
Supervisor's Phone Number: *(207) 935-3351
Supervisor's Email:

Click next if resume has been submitted.

References

Reference 1

Please complete the information below for three (3) business/work references, one of which must be a current or former supervisor or instructor. Providing this information means you give this organization or our partnering vendor permission to contact those individuals listed. For International references, please list an email address.

Name: *Kristy Dutton
Company: *Fryeburg Health Care
Professional Relationship: *Co-worker
Phone Number: *(207) 890-0898
Email Address:
Years Known: *18+

Reference 2

Name: **Abbey Fletcher**
Company: **Fryeburg Health Care**
Professional Relationship: **Co-worker**
Phone Number: **(207) 935-2142**
Email Address:
Years Known: **18+**

Reference 3

Name: **Melanie Bailey**
Company: **Fryeburg Health Care**
Professional Relationship: **Co-worker**
Phone Number: **(207) 462-9063**
Email Address:
Years Known: **18+**

Additional Information 1 of 2

How did you find out about this position? *Employee Referral

If you were referred by a current employee, please enter their name and department:

Referred Employee Name: *Kimberly Farrington

Referred Employee Department: *Outpatient physical therapy

Are you currently legally authorized to work in the United States? *Yes

Do you require Visa sponsorship now or in the future? *No

Are you currently or have you ever been employed at any of the MaineHealth organizations? *No

Additional Information 2 of 2

Are you under 18 years of age? *No

Do you have any relatives who are currently employed by this organization? *No

Compliance

Compliance 1 of 2

An answer of "Yes" to the following questions will not necessarily disqualify you from employment

During the course of your current or any previous employment, did you ever receive corrective action, discipline or were terminated? *No

Have you ever resigned during an investigation, or in lieu of termination of employment? *No

Have you ever been convicted or plead guilty or no contest to committing any crime? *No

Compliance 2 of 2

Have you ever been the subject of any exclusion, suspension or debarment action by the General Services Administration (GSA), Office of Inspector General (OIG) or any other federal health care program, including but not limited to Medicare, Medicaid, or Tricare? *No

At any time, has any legal or administrative action been taken against your professional license(s), certification(s), and/or registration(s) in any state? *No

At any time, have any of your professional license(s), certification(s), and/or registration(s) in any state been restricted, suspended, revoked, or otherwise limited? *No

Read and Sign

Certification and Agreement

I certify that all information I provided in this application is true and complete to the best of my knowledge and that I have not failed to disclose any requested information. I understand that any false statements on this application and/or failure to disclose requested information may result in immediate termination of employment should I be hired. I understand that MaineHealth may check my references and verify the accuracy of my application, including verifying my education, professional licensure, and status on federal and state lists excluding individuals from participating in certain healthcare programs.

I understand that if a job is offered to me, my employment is contingent upon passing a background check and health screen, including urine drug test. I agree that information concerning the background check, including required notices under the Fair Credit Reporting Act, will be provided to me as part of this application process and that the policies describing the post-offer health screening and drug test are available to me on MaineHealth's Career website. I understand that, among other substances, MaineHealth will test me for marijuana as part of the drug test, consistent with MaineHealth's efforts to maintain a drug free workplace, comply with federal law, and provide a safe environment for patient care

My typed name below shall have the same force and effect as my written signature and shall represent my understanding of, and agreement to, all of the statements set forth above.

Candidate's/Applicant's Signature: *Sandra Layne

Date Signed: 10/21/2019

JENNIFER A. HAGERTY

OBJECTIVE To secure a Per-Diem or Part-Time position as a Registered Nurse at the Adult Day Center where I can use the skills I've acquired while working in a variety of settings over the past 25 years.

EDUCATION *Husson College* - Bangor, Maine: Graduated with honors in May of 1995 from the Husson/Eastern Maine Medical Center Baccalaureate Nursing Program

EMPLOYMENT

Aug. 2012- June 2015	<u>School Nurse</u> Jackson Grammar School P.O. Box 809 Jackson, NH 03846
July 2003- Jan. 2006	<u>Staff Nurse on Maternity Unit</u> The Memorial Hospital P.O. Box 5001 North Conway, NH 03860
March 2002- April 2003	<u>Staff Nurse on Postpartum/GYN Unit</u> Eastern Maine Medical Center 489 State Street Bangor, Me 04401
Nov. 1996 - July 2000	<u>Staff Nurse on Maternity Unit</u> The Memorial Hospital P.O. Box 5001 North Conway, NH 03860
Oct. 1995 - Jan. 1997	<u>Staff Nurse on Maternity Unit</u> Huggins Hospital South Main Street Wolfeboro, NH 03894

LICENSURE Licensed Registered Nurse in Maine

ACTIVITIES Volunteered with The Jackson Grammar School in numerous ways for 15 years: Organized monthly visits with children to the Merriman House Nursing Home for 8 years.

Amanda Allard Resume

EDUCATION...

Coe-Brown Academy Northwood NH

WORK HISTORY...

June 2008-present

CBIS/rec director/ house coordinator @NCIL

November 2018-present

Paraprofessional @ Freedom Elementary School

VOLUNTEER HISTORY...

January 2019-present

Board of Directors for MWV PRIDE

June 1984-2019

Volunteer for SONH

September 2000-2019

Volunteer Head Coach for MWV Dolphins

LIFE HISTORY...

CPI certified

CPR & 1ST AIDE Certified

Community Mental Health Certification

Former EMT

Former CNA

Evan Fritz

Email:

WORK EXPERIENCE

Mount Washington Valley Adult Day Center
Center Conway, NH

9/2019 - Present
Salary:

Maintenance and Transportation Technician/Guest Assistant/Kitchen and Food Service

There are several different roles that I am simultaneously responsible for at the Day Center. The maintenance role concerns itself with the upkeep of the facility itself, along with undertaking any repairs that present themselves during the course of a day. Daily tasks could span several different categories of skilled hands on work: plumbing, electrical, carpentry, HVAC, boiler work, etc. Management of the exterior/grounds is also part of the position, that would include regular upkeep of the grounds: be it landscaping in the warm months and/or snow removal in the colder months. I am also responsible for transporting guests to and from the facility in a prompt/safe/reliable manner. I offer guest assistance during their stay which involves helping to facilitate guest enrichment/activities. Beyond said roles, I am also responsible with daily lunch/meal preparation for all guests and staff along with maintaining kitchen equipment and facility supply inventory.

Memorial Hospital
North Conway, NH

4/2017 - 9/2019
Salary:

Maintenance Technician (Facilities Management)

The Maintenance position at Memorial includes everything from everyday incidental repairs throughout the facility to large renovation projects of said facility. Daily tasks could span several different categories of skilled hands on work: plumbing, electrical, carpentry, HVAC, boiler work, etc. These work roles also extend to on-call shifts separate from regular weekly working hours, where I would have to be available to troubleshoot facility irregularities that could arise at any point during that on-call time window. Management of the hospital exterior/grounds is also part of the position, that would include regular upkeep of the grounds: be it landscaping in the warm months and/or snow removal in the colder months.

Staples
North Conway, NH

4/2014 - 4/2017
Salary:

Technology Supervisor

The role of Technology Supervisor comes with a wide array of responsibilities. First and foremost would be the task of overseeing sales performance for technology products. Collection of sales metrics is managed and analyzed daily to augment associate performance in regards to sales practices and mentoring opportunities. Technology sales go hand in hand with our technology services center, which I lead implementation on. Duties here involve organizing all incoming and outgoing work orders for customer device repair, be it software or hardware issues, as well as performing the repair work itself on said devices. Many other store operational duties are part of my role. These include inventory maintenance, cash settlement, receiving freight shipments, and opening/closing procedures. Along with making oneself available at all times to assist both customers and fellow associates, the Technology Supervisor is expected to handle a multitasking workload with efficiency and poise.

**Attitash Mountain Resort
Bartlett, NH**

**1/2014 - 4/2014
Salary:**

Lift Operator

As a lift operator at Attitash my primary goal is to make sure that whichever lift I am assigned to for that day is running safely and efficiently. This involves communicating and coordinating with other operators around the resort in regards to lift performance and speed as well as equipment transport that go along with opening and closing procedures. During these procedures, the operator is expected to communicate with lift mechanics if and when any malfunctions occur. Safety and efficiency also comes into play when loading guests onto the lift. Because of these two important aspects, the operator has to always be alert to any potentially hazardous situations and respond to them quickly and appropriately.

**Steven Gagne Electric
Conway, NH**

**5/2013 - 11/2013
Salary:**

Electrical Apprentice

Daily tasks ranged from residential to commercial installation. I would assist the master I work under with anything from installing services/panels into new constructions to running wire and new home runs or entire electrical panel swaps to replacing older electrical devices. While working I have acquired a wide range of hands on experience with a lot of common electrical components and occasionally some not so common components. The position demanded a lot of organizational duties on top of actual installation skill since any downtime had to be spent keeping our electrical parts tidy and efficiently accessible.

**ACE Hardware Tenleytown
Washington, DC**

**5/2010 - 8/2010; 2/2011 - 2/2013
Salary:**

Associate Lead

My responsibilities ranged from opening and closing the store to assisting customers, as well as handling money for register/safe transfers and leading employee meetings and projects. My day-to-day tasks also included inventory maintenance work, along with organizing monthly sales and promotions. I also worked on unloading/sorting our restocking trucks using our store's forklift, which I received licensed safety training for.

**AMC Mazza Gallerie
Washington, DC**

**5/2008 - 8/2008; 1/2009 - 8/2009
Salary:**

Theater Crew

My day to day activities ran the gamut from preparing movie reels to operating the box office as well as opening and closing the concessions stand. Most of my duties involved handling money.

**United States Senate
Washington, DC**

**7/2007 - 8/2007
Salary:**

Summer Office Intern

As an intern in the office of Senator Ted Stevens I drafted answers to queries from constituents and researched and collected pertinent information on a variety of subjects concerning the state of Alaska. This information was then relayed back to the citizens of Alaska who had contacted Senator Stevens' office. I also served as a courier for documents to and from the Senator's office and the floor of the Senate, and other office tasks as needed.

EDUCATION

University of Mary Washington
Fredericksburg, Virginia
2 years of undergraduate study

West Potomac High School
Alexandria, Virginia
Graduated 6/2007

REFERENCES

Sue Ruka (603)-986-7516

Joe Bubar (207)-540-6630

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Debra Meader	Program Manager	2745
Sandra Layne	Guest Assistant	1956
Anne Ranger	Guest Assistant	1956
Amanda Allard	Guest Assistant	1956
Evan Fritz	Guest Assistant	1956
Patricia Thorney	Nurse	2940
Katie Malia	Nurse	1628
Jenny Hagerty	Nurse	1628



New Hampshire Department of Health and Human Services
Assignment of Contract from Memorial Elder Health Services to
Mount Washington Valley Adult Day Center

CONSENT TO CONTRACT ASSIGNMENT

The New Hampshire Department of Health and Human Services (hereinafter "Department"), hereby consents to Memorial Elder Health Services' assignment of the following contract listed below ("Contract") between the Department and Memorial Health Elder Services, Vendor #15314, 3073 Mount Washington Highway and Mount Washington Valley Adult Day Center, 987 East Main Street, Center Conway, NH, 03813.

Contractor Name	Contract Name	G&C Approval Date & Item #
Memorial Elder Health Services	Adult Day Program Services	June 24, 2020 #46D

I, Arthur Mathisen, do hereby represent that I am the President of Memorial Elder Health Services and acknowledge and agree Memorial Elder Health Services has assigned the aforementioned Contract to Mount Washington Valley Adult Day Center (Vendor #TBD), effective October 17, 2020. I further represent and attest that I am duly authorized and empowered to fully bind Memorial Elder Health Services to the representations herein and to execute this Consent to Contract Assignment.

Memorial Elder Health Services

Signature

Art Mathisen

Printed Name: Arthur Mathisen

11/25/2020
Date

STATE OF NEW HAMPSHIRE _____

COUNTY OF Carroll

The foregoing instrument was acknowledged before me on this day of Nov. 25, 2020 by Arthur Mathisen.

Ann M. Bento
Notary Public/Justice of the Peace
My Commission Expires: 11/14/2023



I, Norman Cloutier, do hereby represent that I am the President of Mount Washington Valley Adult Day Center and agree that Memorial Elder Health Services has assigned the aforementioned Contract between the Department and Memorial Elder Health Services to Mount Washington Valley Adult Day Center. Effective October 17, 2020, Mount Washington Valley Adult Day Center agrees that as the assignee, it fully assumes responsibility for performance of the assigned Contract in its entirety, including but not limited to any and all obligations and liabilities, for the full term of the Contract beginning on the original effective date through the final termination date. I further represent and attest that I am duly authorized and empowered to fully bind Mount Washington Valley Adult Day Center to the representations herein and to execute this Consent to Contract Assignment.

Mount Washington Valley Adult Day Center

[Signature]

Norman Cloutier
Printed Name:

12-23-20
Date

STATE OF NEW HAMPSHIRE

COUNTY OF Carroll

The foregoing instrument was acknowledged before me on this 23rd day of December, by Norman Cloutier.

[Signature]

Notary Public/Justice of the Peace
My Commission Expires: 7/19/2022



This Consent to Contract Assignment is conditioned upon Mount Washington Valley Adult Day Center's acknowledgment and agreement to assume full responsibility for performance of the assigned Contract, including but not limited to any and all obligations and liabilities on the Contract for the full term of the Contract, beginning from the original effective date through final termination date. The Department reserves the right to pursue all contractual remedies against Memorial Health Elder Services that accrued prior to the effective date of the assignment of the Contract.

Subject to the conditions contained herein, this Consent to Contract Assignment shall be effective on _____

By: Ron Weavry Deputy Commissioner Date: 1.6.21
Lori A. Shibinette for-
Commissioner, NH Department of Health and Human Services

Exhibit C-2, Amendment #1, Rate Sheet

Mount Washington Valley Adult Day Center

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	412	\$60.00	\$ 24,720.00
Title IIIB AGDC	Per Day/Per Person	208	\$60.00	\$ 12,480.00
Title IIIB AGDC COVID	Per Day/Per Person	189	\$60.00	\$ 11,340.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	412	\$60.00	\$ 24,720.00
Title IIIB AGDC	Per Day/Per Person	208	\$60.00	\$ 12,480.00

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	329	\$75.00	\$ 24,675.00
Title IIIB AGDC	Per Day/Per Person	166	\$75.00	\$ 12,450.00

7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	329	\$75.00	\$ 24,675.00
Title IIIB AGDC	Per Day/Per Person	166	\$75.00	\$ 12,450.00

Contractor Initials: _____



Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

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

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

June 17, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to add \$199,980 of COVID-19 funding to the contracts listed in the table below for the Older Americans Act nutrition programs for the provision of adult day program services, to increase the total price limitation from \$1,308,960 to \$1,508,940, effective upon Governor approval. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Contract Amount***	Informational Item - Increase (Decrease)	Total Contract Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$356,840.00	\$54,480.00	\$411,120
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$140,760.00	\$21,480.00	\$162,240
VNA at HCS, Inc.	177274	Keene, NH	\$237,720.00	\$36,360.00	\$274,080
Memorial Eker Health Services	TBD	No. Conway, NH	\$74,400.00	\$11,340.00	\$85,740
Nashua Adult Day Health, LLC	TBD	Nashua	\$499,440.00	\$76,320.00	\$575,760
		Total:	\$1,308,960.00	\$199,980.00	\$1,508,940
***Note: The Department has submitted a G&C request for the 6/24/20 agenda to approve new contracts with the Contractors listed in this table.					

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

See attached fiscal details.

EXPLANATION

The Governor approved the addition of \$199,980 to the contracts listed in the table above to provide emergency federal COVID-19 funding to the Contractors to better support older, isolated, and frail adults, and adults 18-59 years of age with physical disabilities and/or chronic illnesses, who have become increasingly isolated during the COVID-19 pandemic.

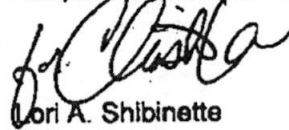
The Contractors will provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services will be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive, and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department will monitor contracted services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

Areas served: Statewide.

Respectfully submitted,



Lori A. Shibnette
Commissioner



Lori A. Shibillette
Commissioner

Deborah D. Scheetz
Director

46D mac

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

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

June 15, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed \$1,308,960 for adult day program services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 56.65% Federal Funds. 43.35% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$356,640.00
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$140,760.00
VNA at HCS, Inc.	177274	Keene, NH	\$237,720.00
Memorial Elder Health Services	TBD	No. Conway, NH	\$74,400.00
Nashua Adult Day Health, LLC	TBD	Nashua	\$499,440.00
		Total:	\$1,308,960.00

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide adult day program services pursuant to the Older Americans Act, Title III Services and the Social Services Block Grant Programs, Title XX. The Contractors will provide adult day program services for individuals who reside in independent living settings and who meet the eligibility criteria.

Approximately 300 individuals will be served from July 1, 2020, to June 30, 2022.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

The Contractors will provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services will be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department will monitor contracted services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/20/2020 through 4/9/2020. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

The Department requested that the Governor approve the addition of \$199,980 to the contracts listed in the table in the Requested Action Section to provide emergency federal COVID-19 funding to the Contractors to better support older, isolated, and frail adults, and adults 18-59 years of age with physical disabilities and/or chronic illnesses, who have become increasingly isolated during the COVID-19 pandemic. See the corresponding informational item on the 6/24/20 G&C agenda.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, individuals in need of adult day care services may not be served, and the lack of these services may jeopardize family caregivers' ability to continue to support these individuals at home.

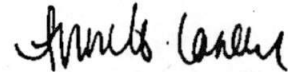
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Areas served: Statewide.

Source of Funds: 62.40% Federal Funds (CFDA # #93.044, FAIN #2001NHOASS-01, CFDA #93.667, FAIN #2001NHSOSR, and CFDA #93.044, FAIN #2001NHSSC3-00), and 37.60% General Funds

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

Respectfully submitted,



Ann H. Landry

Associate Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 50% FEDERAL, 50% GENERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$83,760.00
540-500382	SS Contracts	2022	\$83,760.00
		Subtotal	\$167,520.00

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$12,480.00
540-500382	SS Contracts	2022	\$12,480.00
		Subtotal	\$24,960.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$39,840.00
540-500382	SS Contracts	2022	\$39,840.00
		Subtotal	\$79,680.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$23,640.00
540-500382	SS Contracts	2022	\$23,640.00
		Subtotal	\$47,280.00

Easter Seals New Hampshire, Inc -Manchester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$38,280.00
540-500382	SS Contracts	2022	\$38,280.00
			\$76,560.00

Fiscal Details

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$21,540.00
540-500382	SS Contracts	2022	\$21,540.00
			\$43,080.00

05-95-48-481010-7872; Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$219,540.00
540-500382	SS Contracts	2022	\$219,540.00
		Subtotal	\$439,080.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Federal Funds; 40% General Funds)

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$165,960.00
566-500918	Contracts for Prog Svcs	2022	\$165,960.00
		Subtotal	\$331,920.00

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$24,720.00
566-500918	Contracts for Prog Svcs	2022	\$24,720.00
		Subtotal	\$49,440.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$79,020.00
566-500918	Contracts for Prog Svcs	2022	\$79,020.00
		Subtotal	\$158,040.00

Fiscal Details

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$46,740.00
566-500918	Contracts for Prog Svcs	2022	\$46,740.00
		Subtotal	\$93,480.00

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$75,840.00
566-500918	Contracts for Prog Svcs	2022	\$75,840.00
		Subtotal	\$151,680.00

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$42,660.00
566-500918	Contracts for Prog Svcs	2022	\$42,660.00
		Subtotal	\$85,320.00

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$434,940.00
566-500918	Contracts for Prog Svcs	2022	\$434,940.00
		Subtotal	\$869,880.00

05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, CARES ACT TITLE III GRANTS, 100% FEDERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$76,320.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$76,320.00

Fiscal Details

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$11,340.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$11,340.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$36,360.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$36,360.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$21,480.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$21,480.00

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$34,860.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$34,860.00

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$19,620.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$19,620.00

10595484810101917 Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$199,980.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$199,980.00

Fiscal Details

Summary by Vendor by Year
Nashua Adult Day Health, LLC

	SFY	Modified Budget
	2021	\$326,040.00
	2022	\$249,720.00
	<i>Subtotal</i>	<i>\$575,760.00</i>

Memorial Elder Health Services

	SFY	Modified Budget
	2021	\$48,540.00
	2022	\$37,200.00
	<i>Subtotal</i>	<i>\$85,740.00</i>

VNA at HCS, Inc.

	SFY	Modified Budget
	2021	\$155,220.00
	2022	\$118,860.00
	<i>Subtotal</i>	<i>\$274,080.00</i>

Area Agency of Greater Nashua, Inc.

	SFY	Modified Budget
	2021	\$91,860.00
	2022	\$70,380.00
	<i>Subtotal</i>	<i>\$162,240.00</i>

Easter Seals New Hampshire, Inc - Manchester

	SFY	Modified Budget
	2021	\$148,980.00
	2022	\$114,120.00
	<i>Subtotal</i>	<i>\$263,100.00</i>

Easter Seals New Hampshire, Inc - Rochester

	SFY	Modified Budget
	2021	\$83,820.00
	2022	\$64,200.00
	<i>Subtotal</i>	<i>\$148,020.00</i>

Grand Total SFY21	2021	\$854,460.00
Grand Total SFY22	2022	\$654,480.00
Total Contract		\$1,508,940.00



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

Adult Day Care Services

RFA-2021-DLTSS-02-ADULT

RFA Name

RFA Number

Reviewer Names

Bidder Name

- 1. EASTER SEALS NEW HAMPSHIRE, INC.
- 2. Gateways Community Services
- 3. HOME HEALTHCARE, HOSPICE AND
COMMUNITY SERVICES, INC.
- 4. Memorial Elder Health Services
- 5. NASHUA ADULT DAY HEALTH, LLC

Pass	Fail
Pass	
Pass	
Pass	
Pass	
Pass	

- 1. Thom O'Connor, Administrator I
- 2. Jean Couch, Supervisor VII
- 3. Tracey Tarr, Administrator II

Subject: Adult Day Program Services (RFA-2021-DLTSS-02-ADULT-04)

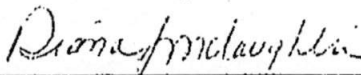
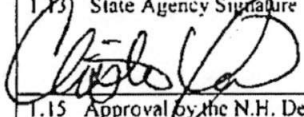
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Memorial Elder Health Services		1.4 Contractor Address 3073 White Mountain Hwy North Conway, NH 03860	
1.5 Contractor Phone Number (603) 356-5461	1.6 Account Number 05-95-48-481010-7872-540-500382; 05-95-48-481010-9255-566500918; 05-95-48-481010-1917-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$85,740
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 06/23/2020		1.12 Name and Title of Contractor Signatory Deane J. McLaughlin Chief Financial Officer	
1.13 State Agency Signature  Date: 6-8-20		1.14 Name and Title of State Agency Signatory Christine Tupper, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Catherine Pinos</u> On: <u>06/10/20</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials *df*
Date 06/03/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) of years additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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01/08/2020

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services under this Agreement for individuals who are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, or who are not eligible for other New Hampshire Medicaid services, or who are not receiving the same or similar services through the Veterans' Administration.
- 1.2. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from (8:00 am to 5:00 pm), excluding state and federal holidays.
- 1.4. The Contractor shall provide Adult Day Program Services in Center Conway, New Hampshire.
- 1.5. The Contractor shall be licensed as an adult day program in accordance with RSA 151:2 I (f) and as governed by New Hampshire Code of Administrative Rules Part He-P 818; Adult Day Programs.
- 1.6. The Contractor shall provide services in accordance with New Hampshire Administrative Rule He-E 501; The Social Services Block Grant (Title XX) and New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB Supportive Services, governing Adult Day Program Services.
- 1.7. The Contractor shall provide services and administration of the program in accordance with the applicable federal and state laws, NH Administrative Rules He-E 501 and He-E 502, policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.8. The Contractor shall provide services in a supervised setting for fewer than twelve (12) hours a day to individuals 18 years of age and older, based on an individual's needs, which may include, but are not limited to:
 - 1.8.1. Assistance with activities of daily living.
 - 1.8.2. Nursing care and rehabilitation services.
 - 1.8.3. Recreational, social, cognitive and physical stimulation activities.
 - 1.8.4. Monitoring of the individual's condition
 - 1.8.5. Counseling, as appropriate, on nutrition, hygiene or other related matters.
 - 1.8.6. Referrals to other services and resources as necessary.
 - 1.8.7. Assistance and support to caregiving families

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EXHIBIT B

- 1.9. The State reserves the right to require services to be concurrently provided in facilities and in an alternative setting. The Contractor may:
 - 1.9.1. Provide adult day program services in an alternative setting approved by the Department, during a declaration of emergency or disaster issued by the Governor. The Contractor shall:
 - 1.9.1.1. Comply with all laws, rules, and guidance in accordance with the State of New Hampshire and the federal Older American Act Services.
 - 1.9.1.2. Comply with guidelines from the Centers for Disease Control and Prevention (CDC) and the Department, as directed by the Department during emergencies.
 - 1.9.1.3. Obtain Department consent for modifications due to suspended in-facility services.
 - 1.9.1.4. Provide services in accordance with guidance from the Department that include, but are not limited to:
 - 1.9.1.4.1. Continuation of certain services, telephonically or via video chat, to individuals currently receiving services.
 - 1.9.1.4.2. Completion of the Daily Care Connection form issued by the Department for each remote contact with a participant.
- 1.10. The Contractor shall provide services to individuals referred by:
 - 1.10.1. The Adult Protection Program.
 - 1.10.2. Direct application to the Contractor for services.
 - 1.10.3. NH ServiceLink Resource Centers and other community agencies.
 - 1.10.4. Self-referral.
- 1.11. The Contractor shall conduct an expedited intake for individuals referred by the Adult Protection Program in accordance with the NH Administrative Rules He-E 501 and 502, which include, but are not limited to:
 - 1.11.1. Waiving application, determination and redetermination requirements.
 - 1.11.2. Utilizing information provided by Adult Protective Program staff to provide appropriate services.
 - 1.11.3. Reporting suspected abuse, neglect, self-neglect and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
 - 1.11.4. Making a good-faith effort to ensure the provision of services.

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Adult Day Program Services**



EXHIBIT B

- 1.11.5. Informing the referring Adult Protective Program staff of any changes to the referred individual's situation, or other concerns.
- 1.12. The Contractor shall determine eligibility for services, and complete an intake and an application for services for individuals who apply directly to the Contractor, in accordance with NH Administrative Rules He-E 501 and 502.
- 1.13. The Contractor shall provide written notice of eligibility to each individual who applies to the Contractor for services no later than forty-five (45) days from the date eligibility is determined, which includes, but is not limited to:
 - 1.13.1. Services to be provided including frequency; and
 - 1.13.2. Beginning and end dates for the period of eligibility; or
 - 1.13.3. If the individual is determined to not be eligible for service(s), the notice shall include, but is not limited to:
 - 1.13.3.1. The reason(s) for the denial;
 - 1.13.3.2. A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision; and
 - 1.13.3.3. Contact information for requesting an administrative hearing, as described in New Hampshire Administrative Rule He-E 501.11.
- 1.14. The Contractors shall use the Department's Form 3000 application when determining eligibility pursuant to NH Administrative Rule He-E 501 (Title XX).
- 1.15. The Contractor shall submit its policies and procedures for client eligibility determination and redetermination to the Department for review and approval, within 30 days of the start of each State Fiscal Year. The Contractor shall:
 - 1.15.1. Terminate services when:
 - 1.15.1.1. The individual or his or her authorized representative requests that the services be terminated.
 - 1.15.1.2. The individual no longer meets the eligibility requirements for services.
 - 1.15.1.3. Funding by the State for the service(s) is no longer available.
 - 1.15.1.4. The individual did not reapply for services as required by program rules.
 - 1.15.1.5. The individual is admitted to a nursing home or residential care facility.
 - 1.15.2. Request a service authorization from the Department for each individual determined eligible for services.

New Hampshire Department of Health and Human Services
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1.15.3. Submit a completed Form 3502 "Contract Service Authorization-New Authorization," in accordance with NH Administrative rule He-E 501.15, for each client determined eligible for services. The completed Form 3502 may include more than one services and shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

1.15.4. Assess each individual's needs and develop a written service plan; maintain written progress notes; and monitor and adjust the service plans to meet the individual's needs, in accordance with NH Administrative Rules He-E 501 and He-E 502.

1.15.5. Incorporate the following Guiding Principles for Person-Centered Planning Philosophy into agency functions, policies, and staff-client interactions when providing services::

1.15.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

1.15.5.2. Individual's wishes, values, and beliefs are considered and respected.

1.15.5.3. Individual is listened to; needs and concerns are addressed.

1.15.5.4. Individual receives the information he/she needs to make informed decisions.

1.15.5.5. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

1.15.5.6. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

1.15.5.7. The system is committed to excellence and quality improvement.

1.15.5.8. Individual rights are affirmed and protected.

1.15.5.9. Individuals are protected from exploitation, abuse, and neglect.

1.15.5.10. The service system is accessible, responsive, and accountable to the individual.

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Adult Day Program Services



EXHIBIT B

- 1.15.6. Maintain a level of staffing necessary to perform and provide the functions, requirements, roles, and duties in a timely fashion for the number of clients identified in this Agreement.
- 1.15.7. Develop and submit its written Staffing Contingency Plan to the Department within 30 days of contract approval date, which includes, but is not limited to:
 - 1.15.7.1. The process for replacing personnel in the event of loss of personnel during contract period.
 - 1.15.7.2. A description of how additional staff resources will be allocated to support contract services in the event of inability to meet any performance standard.
 - 1.15.7.3. A description of time frames necessary for obtaining staff replacements.
 - 1.15.7.4. An explanation of capabilities to provide, in a timely manner, staff replacements and/or additions with comparable experience.
 - 1.15.7.5. A description of the method for training new staff members performing contract services.
- 1.15.8. Verify each staff member and each volunteer completes appropriate orientation and training; has the required education; and has the appropriate experience to fulfill the responsibilities of their respective position. The Contractor shall maintain all relevant documents, including, but not limited to:
 - 1.15.8.1. Current personnel records.
 - 1.15.8.2. Training records.
 - 1.15.8.3. Licenses.
 - 1.15.8.4. Certifications.
- 1.16. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints relative to services, processes, procedures, and staff. The Contractor shall provide a written record of all complaints to the Department, upon request, ensuring the information includes, but is not limited to:
 - 1.16.1. Individual's name.
 - 1.16.2. Type of service.
 - 1.16.3. Date of complaint.
 - 1.16.4. A description of the complaint.
 - 1.16.5. Resolution to the complaint.
 - 1.16.6. Notice of right to appeal.

**New Hampshire Department of Health and Human Services
Adult Day Program Services**



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- 1.17. The Contractor shall complete a criminal background check for each staff member or volunteer who interacts with or provides hands-on care to individuals in compliance with the requirements of NH Administrative Rule He-P 818, Adult Day Programs.
- 1.18. The Contractor shall not commence delivery of services prior to the receipt by the Department of documentation required in Subsection 1.17, above.
- 1.19. The Contractor shall develop a survey, to be approved by the Department, and conduct a survey of individuals receiving services, via telephone, mail, e-mail, or face-to-face.
- 1.20. The Contractor shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 1.21. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services, in accordance with NH Administrative Rule He-E 501.10, in the event that:
 - 1.21.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
 - 1.21.2. The Contractor terminates a service or services for any reason; or
 - 1.21.3. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports on the provision of Adult Day Care services to the Department, on a pre-defined electronic form supplied by the Department. The Contractor shall:
 - 3.1.1. Submit reports to the Department no later than the 15th day of the month following the end of each quarter.
 - 3.1.2. Ensure each report includes, but is not limited to:

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- 3.1.2.1. Total expenses.
- 3.1.2.2. Revenue.
- 3.1.2.3. Actual Units served, sorted by funding source.
- 3.1.2.4. Number of unduplicated clients served, sorted by funding source.
- 3.1.2.5. Number of Title III and Title XX clients served with funds not provided by the Department.
- 3.1.2.6. Unmet need/waiting list.
- 3.1.2.7. Length of time clients are on a waiting list.
- 3.1.2.8. A narrative description of activities during the previous quarter, which shall include, but is not limited to:
 - 3.1.2.8.1. Quality improvement activities initiated in response to each complaint.
 - 3.1.2.8.2. An explanation for each instance in which an individual did not receive planned services.
- 3.2. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the Adult Protection law.
- 3.3. The Contractor shall provide written notice of the inability to meet any contract service obligations, including but not limited to reducing hours of operations; changing services area; or closing and/or opening a site at least ninety (90) days prior to the event. The Contractor shall:
 - 3.3.1. Mail written notices to:
 - Bureau Director
 - Bureau of Elderly and Adult Services
 - 105 Pleasant Street
 - Concord, NH 03301
 - 3.3.2. Ensure written notifications include:
 - 3.3.2.1. Reason(s) for the inability to deliver services;
 - 3.3.2.2. How service recipients and the community will be impacted;
 - 3.3.2.3. How service recipients and the community will be notified; and
 - 3.3.2.4. A plan to transition clients into other services or refer the clients to other agencies.

4. Performance Measures

Memorial Elder Health Services

Exhibit B

Contractor Initials *df*

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Adult Day Program Services



EXHIBIT B

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- 4.1. The Department will monitor Contractor performance by evaluating the following performance measures:
 - 4.1.1. Eligibility
 - 4.1.1.1. The number of applications and service requests and
 - 4.1.1.2. The number and percent of applicants found eligible for each service.
 - 4.1.1.3. The number and percent of applicants found ineligible for each service.
 - 4.1.1.4. The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
 - 4.1.1.5. The number and percent of individuals who have experienced a safety-related incident or accident, which occurs during times of face-to-face contact.
 - 4.1.1.6. The number and percent of individuals for whom a report to Adult Protective Services was made.
 - 4.1.2. Service Delivery
 - 4.1.2.1. The number of open cases at the end of each reporting period, and
 - 4.1.2.2. The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.
 - 4.1.2.3. The number and percent of individuals completing the survey
 - 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
 - 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
 - 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
 - 5. **Additional Terms**
 - 5.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

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Adult Day Program Services



EXHIBIT B

and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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

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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.

5.5. Eligibility Determinations

- 5.5.1. 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.
- 5.5.2. 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.
- 5.5.3. 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.
- 5.5.4. 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.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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

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EXHIBIT B

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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

6.2. 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. 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.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 62.40% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2001NHOASS-01, as awarded on September 1, 2019. 14.55% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR, as awarded on September 1, 2019. 34.60% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, CARES Act Title III Grants (CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 13.25% Federal funds
 - 1.2. 37.60% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a (Subrecipient or Contractor), in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.beasinvoices@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. 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

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EXHIBIT C

sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

Memorial Elder Health Services

Exhibit C

Contractor Initials *df*

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Date *06/08/2020*

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT C

-
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.5. 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.

Exhibit C-1 Rate Sheet

Memorial Elder Health Services

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	412	\$60.00	\$ 24,720.00
Title IIIB AGDC	Per Day/Per Person	208	\$60.00	\$ 12,480.00
Title IIIB AGDC COVID	Per Day/Per Person	189	\$60.00	\$ 11,340.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	412	\$60.00	\$ 24,720.00
Title IIIB AGDC	Per Day/Per Person	208	\$60.00	\$ 12,480.00

Contractor Initials: dlh
 Date: 06/03/2020

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

06/03/2020
Date

Vendor Name:

Diana J. McLaughlin

Name: *Diana J. McLaughlin*
Title: *Chief Financial Officer*

Vendor Initials *dh*
Date 06/18/2020



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

06/03/2020
Date

Diana J. McLaughlin
Name: Diana J. McLaughlin
Title: Chief Financial Officer

Vendor Initials df
Date 06/03/2020

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

Diana J. McLaughlin

Name: *Diana J. McLaughlin*
Title: *Chief Financial Officer*

06/08/2020
Date

Vendor Initials *dh*
Date 06/08/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials dfh

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name:

06/03/2020
Date

Diana J. McLaughlin
Name: Diana J. McLaughlin
Title: Chief Financial Officer

Exhibit G

Vendor Initials df

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

Date 06/03/2020

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Vendor Name:

06/08/2020
Date

Diana J. McLaughlin
Name: Diana J. McLaughlin
Title: Chief Financial Officer

Vendor Initials dh
Date 06/08/2020

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

Date

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials df

Date 06/03/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials

Date 06/03/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date 06/03/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Christie Tappan
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6-8-2020
Date

Memorial Kline Health Services
Name of the Contractor.

[Signature]
Signature of Authorized Representative

Diana J. McLaughlin
Name of Authorized Representative

Chief Financial Officer
Title of Authorized Representative

04/03/2020
Date



New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of Individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name: *Memorial Elder Health Services*

06/08/2020
Date

Diana J. McLaughlin
Name: *Diana J. McLaughlin*
Title: *Chief financial officer*

Contractor Initials *dh*
Date 06/08/2020

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- The DUNS number for your entity is: 07-397-3752
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

Contractor Initials dh
Date 06/08/2020

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

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

New Hampshire Department of Health and Human Services

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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

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

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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

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06/03/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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 and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

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06/08/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Adult Day Program Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Adult Day Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item # 46D), as amended on December 22, 2021, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions To Standard Contract Provisions, Paragraph 1.2 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,074,960.00
3. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 59.72% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2201NHOASS-01, as awarded on January 7, 2022. 15.58% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR, as awarded on September 1, 2019. 37.04% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals , CARES Act Title III Grants (CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 7.10% Federal funds
 - 1.2. 40.28% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 to read:
 3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet, and Exhibit C-2, Amendment #2, Rate Sheet.
5. Modify Exhibit C, Payment Terms, Section 4 to read:
 4. The Contractor shall submit an invoice and supporting documents to the Department no later

than the fifteenth (15th) working day of the following month. The Contractor shall:

- 4.1 Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2 Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.3 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4 Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
6. Add Exhibit C-2, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, or upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

4/28/2022

Date

DocuSigned by:
Melissa Hardy
1323A34610DF40F

Name: Melissa Hardy
Title: Director, DLTSS

Adult Day Health, Inc.

4/26/2022

Date

DocuSigned by:
Kyle Worth
AB44C21C32BF42B

Name: Kyle Worth
Title: Regional Director

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

OFFICE OF THE ATTORNEY GENERAL

4/28/2022

Date

DocuSigned by:
Robyn Guarino

748734844941460

Name: Robyn Guarino

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 C-2, Amendment #2, Rate Sheet

Adult Day Health, Inc.

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	2,766	\$60.00	\$ 165,960.00
Title IIIB AGDC	Per Day/Per Person	1,396	\$60.00	\$ 83,760.00
Title IIIB AGDC COVID	Per Day/Per Person	1,272	\$60.00	\$ 76,320.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	2,766	\$60.00	\$ 165,960.00
Title IIIB AGDC	Per Day/Per Person	1,396	\$60.00	\$ 83,760.00

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	2,212	\$75.00	\$ 165,900.00
Title IIIB AGDC	Per Day/Per Person	1,116	\$75.00	\$ 83,700.00

7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	2,212	\$75.00	\$ 165,900.00
Title IIIB AGDC	Per Day/Per Person	1,116	\$75.00	\$ 83,700.00

Contractor Initials: DS
KW

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ADULT DAY HEALTH, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 06, 2018. 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: **796496**

Certificate Number: **0005763573**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

**UNANIMOUS WRITTEN CONSENT IN LIEU OF MEETING OF
THE BOARD OF DIRECTORS OF**

ADULT DAY HEALTH, INC.

November 23, 2021

The undersigned, being all members of the board of directors (the "Board") of Adult Day Health, Inc., (the "Company"), in lieu of holding a special meeting, do hereby take the following actions and adopt the following resolutions by unanimous written consent.

RESOLVED: That Kyle Worth, Regional Director of the Company, is duly authorized on behalf of the Company to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgement be desirable or necessary to effect the purpose of this vote.

The undersigned in adopting the foregoing resolutions by signing their written consent hereto, do confirm, ratify and approve the acts stated in the aforesaid resolutions and direct that this written consent, which may be executed in counterparts, be filed with the minutes and proceedings of the Company. Without otherwise limiting the generality of the foregoing, the resolutions hereinabove set forth shall be as effective as if adopted by unanimous vote of the undersigned at a meeting called pursuant to notice, all as required by applicable law and the applicable operating agreement of the Company, at which meeting each of the undersigned was present in person.

William McKinney

William McKinney

Brett Cohen

Brett I. Cohen

Peter Gladitsch

Peter E. Gladitsch

Record of Signing

For The MENTOR Network
Name William McKinney
Title CEO

William McKinney

Signed on 2021-11-23 16:25:43 GMT

Secured by Concord™
DocumentID: ZmFIMDI5NjUjOW
SigningID: NzNjYzQzMDgtNm
Signing date: 11/23/2021
IP Address: 208.87.233.201
Email: william.mckinney@sevitahealth.com

For The MENTOR Network
Name Brett Cohen
Title Chief Operating Officer

Brett Cohen

Signed on 2021-11-23 16:45:01 GMT

Secured by Concord™
DocumentID: ZmFIMDI5NjUjOW
SigningID: MzlhYmQ0ZjMlMD
Signing date: 11/23/2021
IP Address: 96.230.8.89
Email: brett.cohen@sevitahealth.com

For The MENTOR Network
Name Peter Gladitsch
Title

Peter Gladitsch

Signed on 2021-11-23 18:21:16 GMT

Secured by Concord™
DocumentID: ZmFIMDI5NjUjOW
SigningID: ZDY0ODI4YmEiZD
Signing date: 11/23/2021
IP Address: 208.87.233.201
Email: peter.gladitsch@sevitahealth.com



CERTIFICATE OF AUTHORITY

I, Jennifer Neville hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am the duly elected Secretary of Adult Day Health, Inc.
(Corporation/LLC Name)

2. The attached is a true copy of a written consent signed by the Board of Directors on November 23, 2021 which unanimously approved the following vote:

VOTED: That Kyle Worth is duly authorized on behalf of Adult Day Health, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies of departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgement be desirable or necessary to effect purpose of this vote.

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

Dated: April 25, 2022

Jennifer Neville

Signature of Elected Officer
Name: Jennifer Neville
Title: Assistant Secretary

Record of Signing

For **Sevita**
Name **Jennifer Neville**
Title **Associate General Counsel, Corporate**

Jennifer Neville

Signed on 2022-04-25 14:01:06 GMT

Secured by Concord™
DocumentID: ZWZIODRkNTHYT
SigningID: NDE1ZDIzMEINT
Signing date: 4/25/2022
IP Address: 208.87.236.201
Email: jennifer.neville@sevitahealth.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2022

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 RSC Insurance Brokerage, Inc. 1 New Hampshire Avenue, Suite 125 Portsmouth, NH 03801	CONTACT NAME:	
	PHONE (A/C, No, Ext):	(603) 778-8985
	FAX (A/C, No):	(603) 778-8987
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : AIG Affiliate: As Noted in Addendum		23841
INSURER B : National Union Fire Ins Co of Pittsburg, PA (A-XV)		19445
INSURER C : AIG Specialty Insurance Company (A-XV)		26883
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Adult Day Health
313 Congress Street
Boston MA 02210

COVERAGES

CERTIFICATE NUMBER: 67798790

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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability <input checked="" type="checkbox"/> Abuse & Molestation Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: retro date 03/09/01			375-22-10	10/1/2021	10/1/2022	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Prof Liab/occ \$4,000,000
B	AUTOMOBILE LIABILITY			4594458 AOS	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			4594456 MA	10/1/2021	10/1/2022	BODILY INJURY (Per person) \$
B	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			4594457 VA	10/1/2021	10/1/2022	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED 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			see attached for policy numbers	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000

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

Issued as evidence of insurance

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
129 Pleasant Street
Concord NH 03301-3857

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

RSC Insurance Brokerage

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED Adult Day Health 313 Congress Street Boston MA 02210	
POLICY NUMBER see attached			
CARRIER AIG Affiliate: As Noted in Addendum	NAIC CODE 23841	EFFECTIVE DATE: 10/1/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: State of New Hampshire

ADDRESS: 129 Pleasant Street Concord NH 03301-3857

WC/EL Policy Numbers: State(s) - Insurer

046912891: CA - AIG/AIU Ins Co

046912893 (WC): AL, AR, AZ, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, NE, NH, NJ, NV, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV- AIG/AIU Ins Co

046912893 (Employers Liability): ND/OH - AIG/AIU Inc Co

046912894: WI - AIG/ AUI Ins Co

065885815: New York - AIG/AIU Ins Co



Vision

To create a future where every person has the community-based support and health care they need to live well.

Mission

Our mission remains the same – offering adults, children, and their families innovative, quality services and support that lead to growth and independence, regardless of the physical, intellectual, or behavioral challenges they face.

Values

Integrity

We do the right thing when no one is watching.

Respect

We approach our work with humility, recognizing the value each person brings.

Inclusion

We embrace and celebrate diversity, creating a safe and welcoming space for all.

Growth

We learn from our mistakes and strive to be better every day.

Sevita

Adult Day Helath, Inc.**Reported Financials**

(\$ in thousands)

	FY19	FY20	FY21
	YearTotal	YearTotal	YearTotal
	Adult Day Health	Adult Day Health	Adult Day Health
Gross Revenue	77,213	77,223	68,332
Revenue Adjustments	(938)	(957)	(534)
Net Revenue	76,275	76,266	67,798
Direct Salaries and Related	29,766	28,550	24,666
Direct Taxes & Fringe	4,554	4,353	3,667
Other Direct Employee Costs	727	491	427
Direct Employee Costs	35,047	33,393	28,760
Direct Service Consultants	428	415	266
Direct Client & Program Costs	9,616	7,096	5,939
Occupancy Costs	9,451	10,705	10,749
Travel & Transportation	5,781	3,939	2,797
Recruitment & Related	74	73	169
Direct Expenses	60,399	55,621	48,679
Gross Profit	15,876	20,645	19,118
<i>Margin %</i>	<i>20.6%</i>	<i>26.7%</i>	<i>28.0%</i>
Indirect Salaries And Related	2,162	2,620	2,547
Administrative Taxes And Fringe Benefits	441	434	404
Other G&A Employee Costs	86	74	175
G&A Employee Total Costs	2,689	3,128	3,125
Administrative Employee Travel	79	70	15
Professional Service Fee	78	577	319
Administrative Occupancy	131	136	186
Office Administration Costs	338	335	253
Business Taxes, Fees, & Other	6	6	4
Public Relations/Marketing	90	134	56
G&A Expenses	3,411	4,385	3,958
Reported Operating Income	12,465	16,260	15,160
<i>Margin %</i>	<i>16.1%</i>	<i>21.1%</i>	<i>22.2%</i>

ADULT DAY HEALTH, INC.

225 Foxborough Boulevard, Suite 103, Foxboro, MA 02035

Board of Directors

<u>Name</u>	<u>Title and Position</u>
Gina L. Martin	Chief Legal Officer and Secretary
Brett I. Cohen	Chief Operating Officer
William McKinney	Chief Executive Officer
Peter Gladitsch	Chief Financial Officer

Kyle Worth

Email: Kyle.Worth@sevitahealth.com

Phone: (603) 568-9237

Work Experience

Nashua Adult Day Health, Merrimack, New Hampshire

Program Director, October 2018 – Current

- The organization provides individualized and culturally sensitive long-term care, for elderly and disabled individuals in the Greater Nashua area.
- www.nashuaadh.com

Maintaining Independence Adult Day Services, Inc, Hooksett, New Hampshire

Founder, Owner & Program Director, July 2014 – September 2018

- The organization provides culturally sensitive long-term care, focused towards the elderly and disabled Nepali and Hispanic communities in the Greater Manchester area.
- www.maintainingindependence.com

Catholic Medical Center, Manchester, New Hampshire

Senior Analyst, May 2013 - July 2014

- Responsibilities include budget, reimbursement, monthly close, external audits, state & federal filings
- Various projects relating to staffing, reimbursement, revenue cycle and regulatory issues
- Stay current on reimbursement and regulatory developments on state and federal level

Education

Plymouth State University, MBA in Healthcare Administration

- Graduate GPA: 3.97

Plymouth State University, B.S. Accounting

- Cum Laude; Economics minor
- President of Business Honors Society and Treasurer of Student Accounting Society

Volunteer

- **Well Sense Provider Advisory Council**, Manchester, NH

Council member – Representing long term support services, November 2017 – Current

- **New Hampshire Adult Day Services Association**, Manchester, NH

Board member – Inform facilities across NH of industry updates and changes, January 2015 – Current

- **Baboosic Lake Association**, Amherst, NH

Board member – www.baboosiclake.com, 2019-2021

Awards & Recognitions

- Named as one of New Hampshire's top 40 individuals under 40 years of age by the Nashua Telegraph in 2019 and by the Manchester Union Leader in 2020.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kyle Worth	Program Director	\$80,000	12%	\$9,600

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

Lori A. Shibinette
Commissioner

Nancy L. Rollins
Interim Director

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

November 29, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Retroactive** amendment to an existing contract with the Contractor listed in **bold** below as a result of the acquisition of Nashua Adult Day Health, LLC (VC# 325980) by Adult Day Health, Inc. (VC# TBD) on November 8, 2021, with no change to the price limitation of \$1,508,940 and no change to the contract completion date of June 30, 2022, effective retroactive to November 8, 2021, upon Governor and Council approval. 56.65% Federal Funds. 43.35% General Funds.

The original contracts were approved by Governor and Council on June 24, 2020, item #46D, with a corresponding request approved by the Governor on June 17, 2020, and presented to the Executive Council on June 24, 2020, informational item #O.

Contractor Name	Vendor Code	Area Served	Current Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$411,120
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$162,240
VNA at HCS, Inc.	177274	Keene, NH	\$274,080
Memorial Elder Health Services	315314	No. Conway, NH	\$85,740
Adult Day Health, Inc. (formerly Nashua Adult Day Health, LLC)	TBD	Nashua, NH	\$575,760
		Total:	\$1,508,940

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the date that Adult Day Health, Inc. acquired Nashua Adult Day Health, LLC, and to ensure the continued provision of adult day program services, pursuant to the Older Americans Act, Title III Services and the Social Services Block Grant Programs, Title XX. The purpose of this request is to change the Contractor name and enable Adult Day Health, Inc. to assume responsibility for all contract services.

Approximately 300 individuals will be served July 1, 2020 to June 30, 2022.

The Contractors provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services are provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department monitors these services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

Should the Governor and Executive Council not authorize this request, individuals in need of adult day care services may not be served, and the lack of these services may jeopardize family caregivers' ability to continue supporting these individuals at home.

Areas Served: Statewide.

Source of Federal Funds: Assistance Listing Number # 93.044, FAIN #2001 NHOASS-01; Assistance Listing Number #93.667, FAIN #2001 NHSOSR; and Assistance Listing Number #93.044, FAIN #2001 NHSSC3-00.

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

Respectfully submitted,


Lori A. Shibanette
Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 50% FEDERAL, 50% GENERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$83,760.00
540-500382	SS Contracts	2022	\$83,760.00
		<i>Subtotal</i>	<i>\$167,520.00</i>

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$12,480.00
540-500382	SS Contracts	2022	\$12,480.00
		<i>Subtotal</i>	<i>\$24,960.00</i>

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$39,840.00
540-500382	SS Contracts	2022	\$39,840.00
		<i>Subtotal</i>	<i>\$79,680.00</i>

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$23,640.00
540-500382	SS Contracts	2022	\$23,640.00
		<i>Subtotal</i>	<i>\$47,280.00</i>

Easter Seals New Hampshire, Inc -Manchester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$38,280.00
540-500382	SS Contracts	2022	\$38,280.00
			<i>\$76,560.00</i>

Fiscal Details

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$21,540.00
540-500382	SS Contracts	2022	\$21,540.00
			\$43,080.00

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$219,540.00
540-500382	SS Contracts	2022	\$219,540.00
		Subtotal	\$439,080.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Federal Funds; 40% General Funds).

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$165,960.00
566-500918	Contracts for Prog Svcs	2022	\$165,960.00
		Subtotal	\$331,920.00

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$24,720.00
566-500918	Contracts for Prog Svcs	2022	\$24,720.00
		Subtotal	\$49,440.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$79,020.00
566-500918	Contracts for Prog Svcs	2022	\$79,020.00
		Subtotal	\$158,040.00

Fiscal Details

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$46,740.00
566-500918	Contracts for Prog Svcs	2022	\$46,740.00
		<i>Subtotal</i>	<i>\$93,480.00</i>

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$75,840.00
566-500918	Contracts for Prog Svcs	2022	\$75,840.00
		<i>Subtotal</i>	<i>\$151,680.00</i>

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$42,660.00
566-500918	Contracts for Prog Svcs	2022	\$42,660.00
		<i>Subtotal</i>	<i>\$85,320.00</i>

05-95-48-481010-9255 Summary for All Vendors			
Class/Account	Class Title	SFY	Modified Budget
568-500918	Contracts for Prog Svcs	2021	\$434,940.00
566-500918	Contracts for Prog Svcs	2022	\$434,940.00
		<i>Subtotal</i>	<i>\$869,880.00</i>

05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, CARES ACT TITLE III GRANTS, 100% FEDERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$76,320.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		<i>Subtotal</i>	<i>\$76,320.00</i>

Fiscal Details

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$11,340.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		<i>Subtotal</i>	<i>\$11,340.00</i>

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$36,360.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		<i>Subtotal</i>	<i>\$36,360.00</i>

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$21,480.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		<i>Subtotal</i>	<i>\$21,480.00</i>

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$34,860.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			<i>\$34,860.00</i>

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$19,620.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			<i>\$19,620.00</i>

05:55:48:4810:10:1917/Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$199,980.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		<i>Subtotal</i>	<i>\$199,980.00</i>

Fiscal Details

Summary by Vendor by Year
Nashua Adult Day Health, LLC

	SFY	Modified Budget
	2021	\$326,040.00
	2022	\$249,720.00
	<i>Subtotal</i>	<i>\$575,760.00</i>

Memorial Elder Health Services

	SFY	Modified Budget
	2021	\$48,540.00
	2022	\$37,200.00
	<i>Subtotal</i>	<i>\$85,740.00</i>

VNA at HCS, Inc.

	SFY	Modified Budget
	2021	\$155,220.00
	2022	\$118,860.00
	<i>Subtotal</i>	<i>\$274,080.00</i>

Area Agency of Greater Nashua, Inc.

	SFY	Modified Budget
	2021	\$91,860.00
	2022	\$70,380.00
	<i>Subtotal</i>	<i>\$162,240.00</i>

Easter Seals New Hampshire, Inc - Manchester

	SFY	Modified Budget
	2021	\$148,980.00
	2022	\$114,120.00
	<i>Subtotal</i>	<i>\$263,100.00</i>

Easter Seals New Hampshire, Inc - Rochester

	SFY	Modified Budget
	2021	\$83,820.00
	2022	\$64,200.00
	<i>Subtotal</i>	<i>\$148,020.00</i>

Grand Total SFY21	2021	\$854,460.00
Grand Total SFY22	2022	\$654,480.00
Total Contract		\$1,508,940.00

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Adult Day Care Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Adult Day Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by Governor and Council on June 24, 2020, item #46D, with a corresponding request approved by the Governor on June 17, 2020, and presented to the Executive Council on June 24, 2020, informational item #O, Nashua Adult Day Health, LLC agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, on November 8, 2021, Adult Day Health, Inc. acquired Nashua Adult Day Health, LLC and assumed the delivery of all Contract services and funding; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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. All references in the Contract and amendments to Nashua Adult Day Health, LLC including Form P-37 General Provisions, Block 1.3, Contractor name, are replaced with:
Adult Day Health, Inc.

DS
KW

11/23/2021

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to November 8, 2021, upon Governor and 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

12/1/2021

Date

DocuSigned by:

Christine Santaniello

000054EEECED484

Name: Christine Santaniello

Title: Associate Commissioner

Adult Day Health, Inc.

11/23/2021

Date

DocuSigned by:

Kyle Worth

AD40010000F400

Name: Kyle Worth

Title: Program Director

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

OFFICE OF THE ATTORNEY GENERAL

12/1/2021

Date

DocuSigned by:
J. Christopher Marshall
OSDP45858004403
Name: J. Christopher Marshall
Title: Assistant 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:

Subject: Adult Day Care Services (RFA-2021-DLTSS-02-ADULT-05-A01)

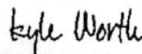
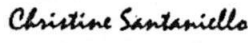
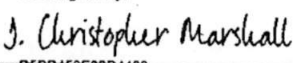
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Adult Day Health, Inc.		1.4 Contractor Address 313 Congress Street, 5th Floor, Boston, MA 02210	
1.5 Contractor Phone Number (617) 790-4800	1.6 Account Number 05-95-48-481010-7872-540-500382; 05-95-48-481010-9255-566500918; 05-95-48-481010-1917-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$575,760
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/23/2021		1.12 Name and Title of Contractor Signatory Kyle worth Program Director	
1.13 State Agency Signature DocuSigned by:  Date: 12/1/2021		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/1/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 11/23/2021

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(1) **Definitions.**

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

3/2014

Contractor Initials EW

Date 11/23/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

PHI
PW



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials

EW

Date 11/23/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

Contractor Initials EW



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Adult Day Health, Inc.

The State

Name of the Contractor

Christine Santaniello

Kyle Worth

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

kyle worth

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

Program Director

Title of Authorized Representative

Title of Authorized Representative

12/1/2021

11/23/2021

Date

Date



Lori A. Shibinette
Commissioner

Deborah D. Schetz
Director

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

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

June 17, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to add \$199,980 of COVID-19 funding to the contracts listed in the table below for the Older Americans Act nutrition programs for the provision of adult day program services, to increase the total price limitation from \$1,308,960 to \$1,508,940, effective upon Governor approval. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Contract Amount***	Informational Item – Increase (Decrease)	Total Contract Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$358,640.00	\$54,480.00	\$411,120
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$140,760.00	\$21,480.00	\$162,240
VNA at HCS, Inc.	177274	Keene, NH	\$237,720.00	\$38,360.00	\$274,080
Memorial Elder Health Services	TBD	No. Conway, NH	\$74,400.00	\$11,340.00	\$85,740
Nashua Adult Day Health, LLC	TBD	Nashua	\$499,440.00	\$76,320.00	\$575,760
		Total:	\$1,308,960.00	\$199,980.00	\$1,508,940

***Note: The Department has submitted a G&C request for the 6/24/20 agenda to approve new contracts with the Contractors listed in this table.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

See attached fiscal details.

EXPLANATION

The Governor approved the addition of \$199,980 to the contracts listed in the table above to provide emergency federal COVID-19 funding to the Contractors to better support older, isolated, and frail adults, and adults 18-59 years of age with physical disabilities and/or chronic illnesses, who have become increasingly isolated during the COVID-19 pandemic.

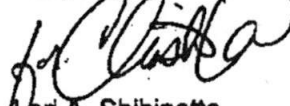
The Contractors will provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services will be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive, and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department will monitor contracted services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

Areas served: Statewide.

Respectfully submitted,



Lori A. Shibinette
Commissioner



Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

46D max

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

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

June 15, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed \$1,308,960 for adult day program services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 56.65% Federal Funds. 43.35% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$356,640.00
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$140,760.00
VNA at HCS, Inc.	177274	Keene, NH	\$237,720.00
Memorial Elder Health Services	TBD	No. Conway, NH	\$74,400.00
Nashua Adult Day Health, LLC	TBD	Nashua	\$499,440.00
		Total:	\$1,308,960.00

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide adult day program services pursuant to the Older Americans Act, Title III Services and the Social Services Block Grant Programs, Title XX. The Contractors will provide adult day program services for individuals who reside in independent living settings and who meet the eligibility criteria.

Approximately 300 individuals will be served from July 1, 2020, to June 30, 2022.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

The Contractors will provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services will be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department will monitor contracted services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/20/2020 through 4/9/2020. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

The Department requested that the Governor approve the addition of \$199,980 to the contracts listed in the table in the Requested Action Section to provide emergency federal COVID-19 funding to the Contractors to better support older, isolated, and frail adults, and adults 18-59 years of age with physical disabilities and/or chronic illnesses, who have become increasingly isolated during the COVID-19 pandemic. See the corresponding informational item on the 6/24/20 G&C agenda.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, individuals in need of adult day care services may not be served, and the lack of these services may jeopardize family caregivers' ability to continue to support these individuals at home.

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

Areas served: Statewide.

Source of Funds: 62.40% Federal Funds (CFDA # #93.044, FAIN #2001NHOASS-01, CFDA #93.667, FAIN #2001NHSOSR, and CFDA #93.044, FAIN #2001NHSSC3-00), and 37.60% General Funds

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

Respectfully submitted,



Ann H. Landry

Associate Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 50% FEDERAL, 50% GENERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$83,760.00
540-500382	SS Contracts	2022	\$83,760.00
		<i>Subtotal</i>	<i>\$167,520.00</i>

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$12,480.00
540-500382	SS Contracts	2022	\$12,480.00
		<i>Subtotal</i>	<i>\$24,960.00</i>

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$39,840.00
540-500382	SS Contracts	2022	\$39,840.00
		<i>Subtotal</i>	<i>\$79,680.00</i>

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$23,640.00
540-500382	SS Contracts	2022	\$23,640.00
		<i>Subtotal</i>	<i>\$47,280.00</i>

Easter Seals New Hampshire, Inc -Manchester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$38,280.00
540-500382	SS Contracts	2022	\$38,280.00
			<i>\$76,560.00</i>

Fiscal Details

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$21,540.00
540-500382	SS Contracts	2022	\$21,540.00
			\$43,080.00

05-95-48-481010-7872; Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$219,540.00
540-500382	SS Contracts	2022	\$219,540.00
		Subtotal	\$439,080.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Federal Funds; 40% General Funds)

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$165,960.00
566-500918	Contracts for Prog Svcs	2022	\$165,960.00
		Subtotal	\$331,920.00

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$24,720.00
566-500918	Contracts for Prog Svcs	2022	\$24,720.00
		Subtotal	\$49,440.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$79,020.00
566-500918	Contracts for Prog Svcs	2022	\$79,020.00
		Subtotal	\$158,040.00

Fiscal Details

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$46,740.00
566-500918	Contracts for Prog Svcs	2022	\$46,740.00
		<i>Subtotal</i>	<i>\$93,480.00</i>

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$75,840.00
566-500918	Contracts for Prog Svcs	2022	\$75,840.00
		<i>Subtotal</i>	<i>\$151,680.00</i>

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$42,660.00
566-500918	Contracts for Prog Svcs	2022	\$42,660.00
		<i>Subtotal</i>	<i>\$85,320.00</i>

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$434,940.00
566-500918	Contracts for Prog Svcs	2022	\$434,940.00
		<i>Subtotal</i>	<i>\$869,880.00</i>

05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, CARES ACT TITLE III GRANTS, 100% FEDERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$76,320.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		<i>Subtotal</i>	<i>\$76,320.00</i>

Fiscal Details

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$11,340.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$11,340.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$36,360.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$36,360.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$21,480.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$21,480.00

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$34,860.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$34,860.00

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$19,620.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$19,620.00

05-95-48-481010:1917 Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$199,980.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$199,980.00

Fiscal Details

Summary by Vendor by Year
Nashua Adult Day Health, LLC

		SFY	Modified Budget
		2021	\$326,040.00
		2022	\$249,720.00
		<i>Subtotal</i>	<i>\$575,760.00</i>

Memorial Elder Health Services

		SFY	Modified Budget
		2021	\$48,540.00
		2022	\$37,200.00
		<i>Subtotal</i>	<i>\$85,740.00</i>

VNA at HCS, Inc.

		SFY	Modified Budget
		2021	\$155,220.00
		2022	\$118,860.00
		<i>Subtotal</i>	<i>\$274,080.00</i>

Area Agency of Greater Nashua, Inc.

		SFY	Modified Budget
		2021	\$91,860.00
		2022	\$70,380.00
		<i>Subtotal</i>	<i>\$162,240.00</i>

Easter Seals New Hampshire, Inc - Manchester

		SFY	Modified Budget
		2021	\$148,980.00
		2022	\$114,120.00
		<i>Subtotal</i>	<i>\$263,100.00</i>

Easter Seals New Hampshire, Inc - Rochester

		SFY	Modified Budget
		2021	\$83,820.00
		2022	\$64,200.00
		<i>Subtotal</i>	<i>\$148,020.00</i>

Grand Total SFY21	2021	\$854,460.00
Grand Total SFY22	2022	\$654,480.00
Total Contract		\$1,508,940.00



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

Adult Day Care Services

RFA-2021-DLTSS-02-ADULT

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. EASTER SEALS NEW HAMPSHIRE, INC.
2. Gateways Community Services
3. HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
4. Memorial Elder Health Services
5. NASHUA ADULT DAY HEALTH, LLC

Pass	Fail
Pass	
Pass	
Pass	
Pass	
Pass	

1. Thom O'Connor, Administrator I
2. Jean Couch, Supervisor VII
3. Tracey Tarr, Administrator II

Subject: Adult Day Program Services (RFA-2021-DLTSS-02-ADULT-05)

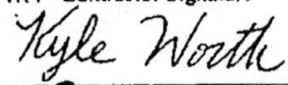
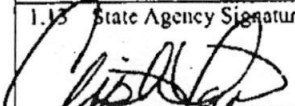
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Nashua Adult Day Health, LLC		1.4 Contractor Address 32 Daniel Webster Highway U10 Merrimack, NH 03054	
1.5 Contractor Phone Number (603) 568-9237	1.6 Account Number 05-95-48-481010-7872-540-500382; 05-95-48-481010-9255-566500918; 05-95-48-481010-1917-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$575,760
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6-8-2020		1.12 Name and Title of Contractor Signatory Kyle Worth Member + Executive Director	
1.13 State Agency Signature  Date: 6-8-2020		1.14 Name and Title of State Agency Signatory Christie Tappan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Catherine Pinos</u> On: <u>06/10/20</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Adult Day Program Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) of years additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services under this Agreement for individuals who are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, or who are not eligible for other New Hampshire Medicaid services, or who are not receiving the same or similar services through the Veterans' Administration.
- 1.2. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from (8:00 am to 5:00 pm), excluding state and federal holidays.
- 1.4. The Contractor shall provide Adult Day Program Services in Merrimack, New Hampshire.
- 1.5. The Contractor shall be licensed as an adult day program in accordance with RSA 151:21 (f) and as governed by New Hampshire Code of Administrative Rules Part He-P 818, Adult Day Programs.
- 1.6. The Contractor shall provide services in accordance with New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB Supportive Services, governing Adult Day Program Services.
- 1.7. The Contractor shall provide services and administration of the program in accordance with the applicable federal and state laws, NH Administrative Rules He-E 501 and He-E 502, policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.8. The Contractor shall provide services in a supervised setting for fewer than twelve (12) hours a day to individuals 18 years of age and older, based on an individual's needs, which may include, but are not limited to:
 - 1.8.1. Assistance with activities of daily living.
 - 1.8.2. Nursing care and rehabilitation services.
 - 1.8.3. Recreational, social, cognitive and physical stimulation activities.
 - 1.8.4. Monitoring of the individual's condition
 - 1.8.5. Counseling, as appropriate, on nutrition, hygiene or other related matters.
 - 1.8.6. Referrals to other services and resources as necessary.
 - 1.8.7. Assistance and support to caregiving families

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- 1.9. The State reserves the right to require services to be concurrently provided in facilities and in an alternative setting. The Contractor may:
- 1.9.1. Provide adult day program services in an alternative setting approved by the Department, during a declaration of emergency or disaster issued by the Governor. The Contractor shall:
 - 1.9.1.1. Comply with all laws, rules, and guidance in accordance with the State of New Hampshire and the federal Older American Act Services.
 - 1.9.1.2. Comply with guidelines from the Centers for Disease Control and Prevention (CDC) and the Department, as directed by the Department during emergencies.
 - 1.9.1.3. Obtain Department consent for modifications due to suspended in-facility services.
 - 1.9.1.4. Provide services in accordance with guidance from the Department that include, but are not limited to:
 - 1.9.1.4.1. Continuation of certain services, telephonically or via video chat, to individuals currently receiving services.
 - 1.9.1.4.2. Completion of the Daily Care Connection form issued by the Department for each remote contact with a participant.
 - 1.10. The Contractor shall provide services to individuals referred by:
 - 1.10.1. The Adult Protection Program.
 - 1.10.2. Direct application to the Contractor for services.
 - 1.10.3. NH ServiceLink Resource Centers and other community agencies.
 - 1.10.4. Self-referral.
 - 1.11. The Contractor shall conduct an expedited intake for individuals referred by the Adult Protection Program in accordance with the NH Administrative Rules He-E 501 and 502, which include, but are not limited to:
 - 1.11.1. Waiving application, determination and redetermination requirements.
 - 1.11.2. Utilizing information provided by Adult Protective Program staff to provide appropriate services.
 - 1.11.3. Reporting suspected abuse, neglect, self-neglect and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
 - 1.11.4. Making a good-faith effort to ensure the provision of services.

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- 1.11.5. Informing the referring Adult Protective Program staff of any changes to the referred individual's situation, or other concerns.
- 1.12. The Contractor shall determine eligibility for services, and complete an intake and an application for services for individuals who apply directly to the Contractor, in accordance with NH Administrative Rules He-E 501 and 502.
- 1.13. The Contractor shall provide written notice of eligibility to each individual who applies to the Contractor for services no later than forty-five (45) days from the date eligibility is determined, which includes, but is not limited to:
 - 1.13.1. Services to be provided including frequency; and
 - 1.13.2. Beginning and end dates for the period of eligibility; or
 - 1.13.3. If the individual is determined to not be eligible for service(s), the notice shall include, but is not limited to:
 - 1.13.3.1. The reason(s) for the denial;
 - 1.13.3.2. A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision; and
 - 1.13.3.3. Contact information for requesting an administrative hearing, as described in New Hampshire Administrative Rule He-E 501.11.
- 1.14. The Contractors shall use the Department's Form 3000 application when determining eligibility pursuant to NH Administrative Rule He-E 501 (Title XX).
- 1.15. The Contractor shall submit its policies and procedures for client eligibility determination and redetermination to the Department for review and approval, within 30 days of the start of each State Fiscal Year. The Contractor shall:
 - 1.15.1. Terminate services when:
 - 1.15.1.1. The individual or his or her authorized representative requests that the services be terminated.
 - 1.15.1.2. The individual no longer meets the eligibility requirements for services.
 - 1.15.1.3. Funding by the State for the service(s) is no longer available.
 - 1.15.1.4. The individual did not reapply for services as required by program rules.
 - 1.15.1.5. The individual is admitted to a nursing home or residential care facility.
 - 1.15.2. Request a service authorization from the Department for each individual determined eligible for services.

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- 1.15.3. Submit a completed Form 3502 "Contract Service Authorization-New Authorization," in accordance with NH Administrative rule He-E 501.15, for each client determined eligible for services. The completed Form 3502 may include more than one services and shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

- 1.15.4. Assess each individual's needs and develop a written service plan; maintain written progress notes; and monitor and adjust the service plans to meet the individual's needs, in accordance with NH Administrative Rules He-E 501 and He-E 502.
- 1.15.5. Incorporate the following Guiding Principles for Person-Centered Planning Philosophy into agency functions, policies, and staff-client interactions when providing services::
- 1.15.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 1.15.5.2. Individual's wishes, values, and beliefs are considered and respected.
 - 1.15.5.3. Individual is listened to; needs and concerns are addressed.
 - 1.15.5.4. Individual receives the information he/she needs to make informed decisions.
 - 1.15.5.5. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
 - 1.15.5.6. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
 - 1.15.5.7. The system is committed to excellence and quality improvement.
 - 1.15.5.8. Individual rights are affirmed and protected.
 - 1.15.5.9. Individuals are protected from exploitation, abuse, and neglect.
 - 1.15.5.10. The service system is accessible, responsive, and accountable to the individual.

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- 1.15.6. Maintain a level of staffing necessary to perform and provide the functions, requirements, roles, and duties in a timely fashion for the number of clients identified in this Agreement.
- 1.15.7. Develop and submit its written Staffing Contingency Plan to the Department within 30 days of contract approval date, which includes, but is not limited to:
 - 1.15.7.1. The process for replacing personnel in the event of loss of personnel during contract period.
 - 1.15.7.2. A description of how additional staff resources will be allocated to support contract services in the event of inability to meet any performance standard.
 - 1.15.7.3. A description of time frames necessary for obtaining staff replacements.
 - 1.15.7.4. An explanation of capabilities to provide, in a timely manner, staff replacements and/or additions with comparable experience.
 - 1.15.7.5. A description of the method for training new staff members performing contract services.
- 1.15.8. Verify each staff member and each volunteer completes appropriate orientation and training; has the required education; and has the appropriate experience to fulfill the responsibilities of their respective position. The Contractor shall maintain all relevant documents, including, but not limited to:
 - 1.15.8.1. Current personnel records.
 - 1.15.8.2. Training records.
 - 1.15.8.3. Licenses.
 - 1.15.8.4. Certifications.
- 1.16. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints relative to services, processes, procedures, and staff. The Contractor shall provide a written record of all complaints to the Department, upon request, ensuring the information includes, but is not limited to:
 - 1.16.1. Individual's name.
 - 1.16.2. Type of service.
 - 1.16.3. Date of complaint.
 - 1.16.4. A description of the complaint.
 - 1.16.5. Resolution to the complaint.
 - 1.16.6. Notice of right to appeal.

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- 1.17. The Contractor shall complete a criminal background check for each staff member or volunteer who interacts with or provides hands-on care to individuals in compliance with the requirements of NH Administrative Rule He-P 818, Adult Day Programs.
- 1.18. The Contractor shall not commence delivery of services prior to the receipt by the Department of documentation required in Subsection 1.17, above.
- 1.19. The Contractor shall develop a survey, to be approved by the Department, and conduct a survey of individuals receiving services, via telephone, mail, e-mail, or face-to-face.
- 1.20. The Contractor shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 1.21. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services, in accordance with NH Administrative Rule He-E 501.10, in the event that:
 - 1.21.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
 - 1.21.2. The Contractor terminates a service or services for any reason; or
 - 1.21.3. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports on the provision of Adult Day Care services to the Department, on a pre-defined electronic form supplied by the Department. The Contractor shall:
 - 3.1.1. Submit reports to the Department no later than the 15th day of the month following the end of each quarter.
 - 3.1.2. Ensure each report includes, but is not limited to:

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- 3.1.2.1. Total expenses.
- 3.1.2.2. Revenue.
- 3.1.2.3. Actual Units served, sorted by funding source.
- 3.1.2.4. Number of unduplicated clients served, sorted by funding source.
- 3.1.2.5. Number of Title III and Title XX clients served with funds not provided by the Department.
- 3.1.2.6. Unmet need/waiting list.
- 3.1.2.7. Length of time clients are on a waiting list.
- 3.1.2.8. A narrative description of activities during the previous quarter, which shall include, but is not limited to:
 - 3.1.2.8.1. Quality improvement activities initiated in response to each complaint.
 - 3.1.2.8.2. An explanation for each instance in which an individual did not receive planned services.
- 3.2. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the Adult Protection law.
- 3.3. The Contractor shall provide written notice of the inability to meet any contract service obligations, including but not limited to reducing hours of operations; changing services area; or closing and/or opening a site at least ninety (90) days prior to the event. The Contractor shall:
 - 3.3.1. Mail written notices to:
 - Bureau Director
 - Bureau of Elderly and Adult Services
 - 105 Pleasant Street
 - Concord, NH 03301
 - 3.3.2. Ensure written notifications include:
 - 3.3.2.1. Reason(s) for the inability to deliver services;
 - 3.3.2.2. How service recipients and the community will be impacted;
 - 3.3.2.3. How service recipients and the community will be notified; and
 - 3.3.2.4. A plan to transition clients into other services or refer the clients to other agencies.

4. Performance Measures

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- 4.1. The Department will monitor Contractor performance by evaluating the following performance measures:
- 4.1.1. Eligibility
 - 4.1.1.1. The number of applications and service requests and
 - 4.1.1.2. The number and percent of applicants found eligible for each service.
 - 4.1.1.3. The number and percent of applicants found ineligible for each service.
 - 4.1.1.4. The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
 - 4.1.1.5. The number and percent of individuals who have experienced a safety-related incident or accident, which occurs during times of face-to-face contact.
 - 4.1.1.6. The number and percent of individuals for whom a report to Adult Protective Services was made.
 - 4.1.2. Service Delivery
 - 4.1.2.1. The number of open cases at the end of each reporting period, and
 - 4.1.2.2. The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.
 - 4.1.2.3. The number and percent of individuals completing the survey
 - 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
 - 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
 - 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
5. Additional Terms
- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

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and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT B

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.

5.5. Eligibility Determinations

- 5.5.1. 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.
- 5.5.2. 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.
- 5.5.3. 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.
- 5.5.4. 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.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT B

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.

- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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. 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.

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 62.40% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2001NHOASS-01, as awarded on September 1, 2019. 14.55% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR, as awarded on September 1, 2019. 34.60% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, CARES Act Title III Grants (CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 13.25% Federal funds
 - 1.2. 37.60% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a (Subrecipient or Contractor), in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.beasinvoices@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. 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

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT C

sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

Nashua Adult Day Health, LLC

Exhibit C

Contractor Initials

KW

RFA-2021-DLTSS-02-ADULT-05

Page 2 of 3

Date

6-8-2020

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT C

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- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.5. 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.

Exhibit C-1 Rate Sheet

Nashua Adult Day Health, LLC

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	2,766	\$60.00	\$ 165,960.00
Title III B AGDC	Per Day/Per Person	1,396	\$60.00	\$ 83,760.00
Title III B AGDC COVID	Per Day/Per Person	1,272	\$60.00	\$ 76,320.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	2,766	\$60.00	\$ 165,960.00
Title III B AGDC	Per Day/Per Person	1,396	\$60.00	\$ 83,760.00

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name:

6-8-2020

Date

Kyle Worth

Name: Kyle Worth

Title: Member + Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

6-8-2020

Date

Kyle Worth

Name: Kyle Worth

Title: Member + Executive Director

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

6-8-2020
Date

Kyle Worth
Name: Kyle Worth
Title: Member + Executive Director



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

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

Vendor Initials

RW



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Vendor Name:

Kyle Worth

Name: Kyle Worth

Title: Member + Executive Director

6-8-2020

Date

Exhibit G

Vendor Initials

KW

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Vendor Name:

6-8-2020

Date

Kyle Worth

Name: Kyle Worth

Title: Member + Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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

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

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



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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

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

Department of Health and Human Services
The State

Christie Tappan
Signature of Authorized Representative

Christie Tappan
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6-8-2020
Date

Nashua Adult Day Health, LLC
Name of the Contractor

Kyle Worth
Signature of Authorized Representative

Kyle Worth
Name of Authorized Representative

Member + Executive Director
Title of Authorized Representative

6-8-2020
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

6-8-2020
Date

Kyle Worth
Name: Kyle Worth
Title: Member + Executive Director



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Exhibit J

FORM A

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

1. The DUNS number for your entity is: 121832003

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

NO YES

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

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

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

NO YES

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

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

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

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

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

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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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Adult Day Program Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and VNA at HCS, Inc. ("the Contractor").


WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item # 46D) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions To Standard Contract Provisions, Paragraph 1.2 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$511,680.00
3. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 59.72% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2201NHOASS-01, as awarded on January 7, 2022. 15.58% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR, as awarded on September 1, 2019. 37.04% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, CARES Act Title III Grants (CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 7.10% Federal funds
 - 1.2. 40.28% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 to read:
 3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet, and Exhibit C-2, Amendment #1, Rate Sheet.
5. Modify Exhibit C, Payment Terms, Section 4 to read:
 4. The Contractor shall submit an invoice and supporting documents to the Department no later

DS


than the fifteenth (15th) working day of the following month. The Contractor shall:

- 4.1 Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2 Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.3 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4 Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
6. Add Exhibit C-2, Amendment #1, Rate Sheet, which is attached hereto and incorporated by reference herein.

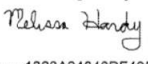
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, or upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

4/26/2022

Date


DocuSigned by:

1323A24040FE49E

Name: Melissa Hardy
Title: Director, DLSS

VNA at HCS, Inc.

4/25/2022

Date

DocuSigned by:

574D00C2AF67444

Name: Maura McQueeney
Title: CEO/CO HCS

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

OFFICE OF THE ATTORNEY GENERAL

4/26/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

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 C-2, Amendment#1, Rate Sheet

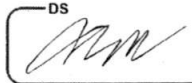
VNA at HCS, Inc.

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	1,317	\$60.00	\$ 79,020.00
Title IIIB AGDC	Per Day/Per Person	664	\$60.00	\$ 39,840.00
Title IIIB AGDC COVID	Per Day/Per Person	606	\$60.00	\$ 36,360.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	1,317	\$60.00	\$ 79,020.00
Title IIIB AGDC	Per Day/Per Person	664	\$60.00	\$ 39,840.00

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	1,053	\$75.00	\$ 78,975.00
Title IIIB AGDC	Per Day/Per Person	531	\$75.00	\$ 39,825.00

7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	1,053	\$75.00	\$ 78,975.00
Title IIIB AGDC	Per Day/Per Person	531	\$75.00	\$ 39,825.00

Contractor Initials: 

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 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: 67798

Certificate Number: 0005751998



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 April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, David Therrien, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of VNA at HCS
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 2, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maura McQueeney, CEO (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 14 APR 2022



Signature of Elected Officer
Name: David Therrien
Title: Chair, Board of Directors VNA at HCS



**Mission of Home Healthcare, Hospice and Community Services
and VNA at HCS:**

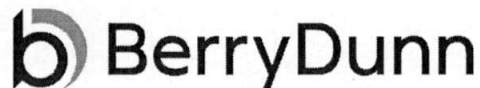
To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.



CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice & Community Services, Inc. and Affiliate (the Association), which comprise the consolidated balance sheet as of June 30, 2020, 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.

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 audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the 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
Home Healthcare, Hospice & Community Services, Inc. and Affiliate
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Home Healthcare, Hospice & Community Services, Inc. and Affiliate as of June 30, 2020, and the results of their operations, changes in their net assets and their cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The consolidated financial statements as of June 30, 2019 and for the year then ended were audited by another auditor, whose report dated March 6, 2020 expressed an unmodified opinion on those statements.

Other Matter

Effect of Adopting New Accounting Standards

As discussed in Note 1, the Association adopted new accounting guidance, Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and FASB ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, and related guidance. Our opinion is not modified with respect to these matters.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
February 11, 2021

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Consolidated Balance Sheets**

June 30, 2020 and 2019

ASSETS

	<u>2020</u>	<u>2019</u>
Current assets		
Cash and cash equivalents	\$ 2,916,261	\$ 343,467
Investments	16,486	17,267
Patient accounts receivable, net	1,598,291	1,837,946
Other receivables	380,859	340,973
Prepaid expenses	<u>231,568</u>	<u>224,029</u>
Total current assets	5,143,465	2,763,682
Assets limited as to use	11,514,211	12,642,547
Property and equipment, net	<u>2,455,254</u>	<u>2,657,038</u>
Total assets	<u>\$ 19,112,930</u>	<u>\$ 18,063,267</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ -	\$ 533,503
Accounts payable and accrued expenses	890,003	1,300,311
Accrued payroll and related expenses	1,094,280	1,002,194
Deferred revenue	<u>2,211,990</u>	<u>31,262</u>
Total current liabilities	<u>4,196,273</u>	<u>2,867,270</u>
Net assets		
Without donor restrictions	14,033,130	14,267,831
With donor restrictions	<u>883,527</u>	<u>928,166</u>
Total net assets	<u>14,916,657</u>	<u>15,195,997</u>
Total liabilities and net assets	<u>\$ 19,112,930</u>	<u>\$ 18,063,267</u>

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

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Operations

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Operating revenue		
Net patient service revenue	\$ 11,583,216	\$ 12,964,264
Other operating revenue	2,792,163	2,598,094
Net assets released for operations	<u>177,847</u>	<u>107,946</u>
Total operating revenue	<u>14,553,226</u>	<u>15,670,304</u>
Operating expenses		
Salaries and related expenses	11,520,776	11,958,073
Other operating expenses	4,324,791	4,751,034
Depreciation	<u>393,511</u>	<u>431,929</u>
Total operating expenses	<u>16,239,078</u>	<u>17,141,036</u>
Operating loss	<u>(1,685,852)</u>	<u>(1,470,732)</u>
Other revenue and gains		
Contributions and fundraising income	678,399	634,736
Investment income, net	183,351	171,101
Change in fair value of investments	<u>589,401</u>	<u>724,386</u>
Total other revenue and gains	<u>1,451,151</u>	<u>1,530,223</u>
(Deficit) excess of revenue over expenses	(234,701)	59,491
Net assets released for capital acquisition	<u>-</u>	<u>2,835</u>
(Decrease) increase in net assets without donor restrictions	<u>\$ (234,701)</u>	<u>\$ 62,326</u>

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

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Consolidated Statements of Changes in Net Assets****Years Ended June 30, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Net assets without donor restrictions		
(Deficit) excess of revenue over expenses	\$ (234,701)	\$ 59,491
Net assets released for capital acquisition	<u>-</u>	<u>2,835</u>
Change in net assets without donor restrictions	<u>(234,701)</u>	<u>62,326</u>
Net assets with donor restrictions		
Contributions	118,821	12,822
Investment income	3,364	13,833
Change in fair value of investments	11,023	58,120
Net assets released for operations	(177,847)	(107,946)
Net assets released for capital acquisition	<u>-</u>	<u>(2,835)</u>
Change in net assets with donor restrictions	<u>(44,639)</u>	<u>(26,006)</u>
Change in net assets	<u>(279,340)</u>	36,320
Net assets, beginning of year	<u>15,195,997</u>	<u>15,159,677</u>
Net assets, end of year	<u>\$ 14,916,657</u>	<u>\$ 15,195,997</u>

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

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ (279,340)	\$ 36,320
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	393,511	431,929
Change in fair value of investments	(600,424)	(782,506)
Investment income restricted for reinvestment	(3,364)	(13,833)
(Increase) decrease in the following assets:		
Investments	781	671
Patient accounts receivable	239,655	(233,193)
Other receivables	(39,886)	(133,627)
Prepaid expenses	(7,539)	25,621
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(410,308)	798,006
Accrued payroll and related expenses	92,086	(112,698)
Deferred revenue	<u>2,180,728</u>	<u>(78,730)</u>
Net cash provided (used) by operating activities	<u>1,565,900</u>	<u>(62,040)</u>
Cash flows from investing activities		
Purchase of investments	(5,092,124)	(4,235,594)
Proceeds from sale of investments	6,824,248	4,637,711
Capital expenditures	<u>(191,727)</u>	<u>(110,564)</u>
Net cash provided by investing activities	<u>1,540,397</u>	<u>291,553</u>
Cash flows from financing activities		
Proceeds from line of credit	-	1,522,000
Repayments on line of credit	<u>(533,503)</u>	<u>(1,655,622)</u>
Net cash used by financing activities	<u>(533,503)</u>	<u>(133,622)</u>
Net increase in cash and cash equivalents	2,572,794	95,891
Cash and cash equivalents, beginning of year	<u>343,467</u>	<u>247,576</u>
Cash and cash equivalents, end of year	<u>\$ 2,916,261</u>	<u>\$ 343,467</u>

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

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

1. Summary of Significant Accounting Policies

Organization

Home Healthcare, Hospice & Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

Affiliate

VNA at HCS, Inc., is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice and community services.

Principles of Consolidation

The consolidated financial statements include the accounts of the Home Healthcare, Hospice & Community Services, Inc., and its affiliate, VNA at HCS, Inc. (collectively, the Association). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association 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).

Basis of Presentation

U.S. GAAP requires the Association to report information regarding its financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions are to be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of operations and changes in net assets.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). 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 consolidated financial statements.

Use of Estimates

The preparation of consolidated 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 consolidated 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 in a major financial institution 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.

Patient Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides a reserve for payment adjustments by analyzing past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the reserve which is netted against accounts receivable. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for payment adjustments.

Investments

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as non-current assets.

The Association reports investments at fair value and has elected to report all gains and losses in the (deficit) excess of revenue over expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or State law.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

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 consolidated balance sheets.

Assets Limited as to Use

Assets limited as to use include designated assets set aside by the Board of Directors and donor contributions.

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 expense is computed using the straight-line method over the useful lives of the related assets.

Property is reviewed for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the assets' carrying amount over the fair value of the asset.

Net Patient Service Revenue

Services to all patients are recorded as revenue when services are rendered at the estimated 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.

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations satisfied over time relate to patients receiving skilled and non-skilled services in their home or facility. The Association measures the period over which the performance obligation is satisfied from admission to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge.

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. As the performance obligations for home health services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the prospective payment determined for the medically necessary services.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem 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. As the performance obligations for hospice services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the predetermined aggregate capitated rate per day.

Because all of the Association's performance obligations relate to short-term periods of care, the Association has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14 (a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

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 net assets with donor restrictions 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, net assets with donor restrictions are reclassified as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying consolidated financial statements.

Newly Adopted Accounting Pronouncements

In 2020, the Association adopted FASB Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, which supersedes accounting standards that previously existed under U.S. GAAP and provides a single revenue model to address revenue recognition to be applied by all entities. Under the new standard, which added Topic 606 to the ASC, entities recognize revenue when a customer obtains control of promised goods or services in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU No. 2014-09 also requires entities to disclose additional information, including the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Association elected to adopt this ASU retrospectively with the cumulative effect recognized at the date of initial application; therefore, the financial statements and related notes have been presented accordingly. The balance of accounts receivable at the beginning of 2019 was \$2,132,956. The adoption had no significant impact for the years ended June 30, 2020 and 2019.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

In 2020, the Association also adopted FASB ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which clarifies and improves the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of ASC Topic No. 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance; and (2) distinguishing between conditional and unconditional contributions. This ASU was adopted by the Association for the year ended June 30, 2020. Adoption of the ASU did not have a material impact on the Association's financial reporting.

Uncertainty

On March 11, 2020, the World Health Organization declared the Coronavirus disease (COVID-19), a global pandemic. In response to the global pandemic, The Centers for Medicare & Medicaid Services implemented certain relief measures and also issued guidance for limiting the spread of COVID-19.

Local, U.S., and world governments have encouraged self-isolation to curtail the spread of COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the IRC, including those related to losses, charitable deductions, and business interest.

The Association has received emergency federal grant funding under the CARES Act totaling \$600,871 to offset the cost impact. While management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated. These funds are reported in deferred revenue in the 2020 balance sheet. When it has been determined that the conditions of the funding have been met, the Association will reflect the funds as other operating income.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Notes to Consolidated Financial Statements****June 30, 2020 and 2019**

On April 16, 2020, the Association received a loan from the U.S. Small Business Association (SBA) within the CARES Act under the Paycheck Protection Program (PPP) in the amount of \$1,496,000. The loan is unsecured, has a two-year term with a maturity date of April 2022, bears an annual interest rate of 1%, and shall be payable monthly with the first six monthly payments deferred. The principal amount of the PPP is subject to forgiveness, upon the Association's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Association. It is the Association's intent to apply for forgiveness. Forgiveness is subject to the sole approval of the SBA. The Association has chosen to follow the conditional contribution model for the PPP and has opted to not record any income until forgiveness is received. The full amount of the PPP received is reported as a refundable advance in the current liabilities section of the balance sheet at June 30, 2020.

2. Availability and Liquidity of Financial Assets

As of June 30, 2020, the Association has working capital of \$947,192 and average days (based on normal expenditures) cash and liquid investments on hand of 67 which includes only cash and cash equivalents and excludes assets limited as to use, which are assets designated for long-term investment by the board of directors or restricted by donors.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital acquisitions not financed with debt or restricted funds (unfunded capital expenditures), were as follows:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 2,916,261	\$ 343,467
Investments	16,486	17,267
Patient accounts receivable, net	1,598,291	1,837,946
Other receivables	<u>380,859</u>	<u>340,973</u>
Financial assets available to meet cash needs for general expenditures and unfunded capital expenditures within one year	<u>\$ 4,911,897</u>	<u>\$ 2,539,653</u>

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

In addition, approximately \$10.6 million in board designated funds at June 30, 2020 could be made available to the Association upon approval by the board of directors. The Association also has \$1,000,000 in availability under the line of credit as of June 30, 2020.

3. Investments and Assets Limited as to Use

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

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 624,939	\$ 329,576
U.S. Government and corporate bonds	2,382,139	3,404,633
Marketable securities	5,818,290	5,988,449
Mutual funds	<u>2,705,329</u>	<u>2,937,156</u>
Total investments and assets limited as to use	<u>\$ 11,530,697</u>	<u>\$ 12,659,814</u>
Investments without restrictions or designations	<u>\$ 16,486</u>	<u>\$ 17,267</u>
Assets limited as to use		
Board-designated for future use	10,630,684	11,760,468
Donor-restricted, time or purpose	649,296	647,848
Donor-restricted, perpetual in nature	<u>234,231</u>	<u>234,231</u>
Total assets limited as to use	<u>11,514,211</u>	<u>12,642,547</u>
Total investments and assets limited as to use	<u>\$ 11,530,697</u>	<u>\$ 12,659,814</u>

Fair Value

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 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.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

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 values of all of the Association's investments, which are presented in the following table, are measured on a recurring basis using Level 1 inputs with the exception of corporate bonds which are valued based on quoted market prices of similar investments and categorized as level 2 investments.

	Assets at Fair Value as of June 30, 2020		
	Level 1	Level 2	Total
Cash and cash equivalents	\$ 624,939	\$ -	\$ 624,939
Corporate bonds	-	1,327,046	1,327,046
Government bonds	1,055,093	-	1,055,093
Equity securities	5,818,290	-	5,818,290
Mutual funds	2,705,329	-	2,705,329
Total	<u>\$ 10,203,651</u>	<u>\$ 1,327,046</u>	<u>\$ 11,530,697</u>

	Assets at Fair Value as of June 30, 2019		
	Level 1	Level 2	Total
Cash and cash equivalents	\$ 329,576	\$ -	\$ 329,576
Corporate bonds	-	1,125,332	1,125,332
Government bonds	2,279,301	-	2,279,301
Equity securities	5,988,449	-	5,988,449
Mutual funds	2,937,156	-	2,937,156
Total	<u>\$ 11,534,482</u>	<u>\$ 1,125,332</u>	<u>\$ 12,659,814</u>

Investment income and gains for cash equivalents and investments consist of the following:

	2020	2019
Net assets without donor restrictions		
Investment income, net of fees	\$ 183,351	\$ 171,101
Change in fair value of investments	589,401	724,386
Restricted net assets		
Investment income	3,364	13,833
Change in fair value of investments	11,023	58,120
Total	<u>\$ 787,139</u>	<u>\$ 967,440</u>

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Notes to Consolidated Financial Statements****June 30, 2020 and 2019****4. Property and Equipment**

Property and equipment consists of the following:

	<u>2020</u>	<u>2019</u>
Land	\$ 482,961	\$ 482,961
Building and improvements	5,384,931	5,384,931
Furniture, fixtures, and equipment	<u>3,193,917</u>	<u>3,121,014</u>
Total cost	9,061,809	8,988,906
Less accumulated depreciation	<u>6,606,555</u>	<u>6,331,868</u>
Total property and equipment, net	<u>\$ 2,455,254</u>	<u>\$ 2,657,038</u>

5. Line of Credit

The Association has an unsecured \$1,000,000 line of credit payable on demand with a local bank with interest at 1% above the bank's base rate (4.50% at June 30, 2020). There was no outstanding balance at June 30, 2020 and \$533,503 outstanding at June 30, 2019.

6. Net Assets with Donor Restrictions

Net assets with donor restrictions consists of the following:

	<u>2020</u>	<u>2019</u>
Time or purpose restrictions for:		
Haskell fund accumulated earnings	\$ 304,618	\$ 304,814
Johnson Family fund accumulated earnings	7,009	7,009
Respite	-	4,089
Hospice accumulated earnings	3,208	3,208
Capital acquisition	105,000	-
Operations	-	107,593
Meal sites	-	1,337
Hospice memorial garden	130,154	134,641
Donated motor vehicles	-	41,758
Barbara Duckett scholarship	<u>99,307</u>	<u>89,486</u>
Total	<u>\$ 649,296</u>	<u>\$ 693,935</u>

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Notes to Consolidated Financial Statements****June 30, 2020 and 2019**

Restrictions that are perpetual in nature for:

Hospice	\$ 10,000	\$ 10,000
Operations	8,623	8,623
Johnson Family fund	10,202	10,202
Bednar endowment fund	50,000	50,000
Haskell endowment fund	120,570	120,570
Jones endowment fund	<u>34,836</u>	<u>34,836</u>
Total	<u>\$ 234,231</u>	<u>\$ 234,231</u>

7. Endowments

The Association 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 Association 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 is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the UPMIFA, the Association 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 Association;
- (7) The investment policies of the Association;
- (8) The spending policy; and
- (9) Funds with deficiencies.

Return Objectives and Risk Parameters

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed-upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Notes to Consolidated Financial Statements****June 30, 2020 and 2019****Strategies Employed for Achieving Objectives**

To satisfy its long-term rate-of-return objectives, the Association 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 Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

The Association's spending policy is equal to investment returns. All available investment returns earned on endowments are expended, or released from endowment in the year earned.

The following summarizes changes in endowment assets:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>		
		<u>Purpose Restrictions</u>	<u>Perpetual in Nature</u>	<u>Total</u>
Balance June 30, 2018	\$ 11,363,748	\$ 346,821	\$ 234,231	\$ 11,944,800
Investment income, net	169,336	9,153	-	178,489
Realized and unrealized gains on investments	723,838	38,445	-	762,283
Net assets released from restrictions	-	(79,584)	-	(79,584)
Use of board designated funds for operations	<u>(496,454)</u>	<u>-</u>	<u>-</u>	<u>(496,454)</u>
Balance June 30, 2019	11,760,468	314,835	234,231	12,309,534
Investment income, net	183,351	3,364	-	186,715
Realized and unrealized gains on investments	589,401	11,023	-	600,424
Net assets released from restrictions	-	(14,387)	-	(14,387)
Use of board designated funds for operations	<u>(1,902,536)</u>	<u>-</u>	<u>-</u>	<u>(1,902,536)</u>
Balance June 30, 2020	<u>\$ 10,630,684</u>	<u>\$ 314,835</u>	<u>\$ 234,231</u>	<u>\$ 11,179,750</u>

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Notes to Consolidated Financial Statements****June 30, 2020 and 2019****8. Net Patient Service Revenue**

Net patient service revenue is as follows:

	<u>2020</u>	<u>2019</u>
Medicare	\$ 8,644,749	\$ 8,648,185
Medicaid	607,871	956,622
Other third-party payers	2,033,186	2,929,195
Private pay	<u>297,410</u>	<u>430,262</u>
Total	<u>\$ 11,583,216</u>	<u>\$ 12,964,264</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 provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$908,362 and \$1,104,471 for the years June 30, 2020 and 2019, respectively.

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 received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

In assessing collectability, the Association has elected the portfolio approach. This portfolio approach is being used as the Association has similar contracts with similar classes of patients. The Association reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, management believes aggregating contracts (which are at the patient level) by the particular payor or group of payors results in the recognition of revenue approximating that which would result from applying the analysis at the individual patient level.

9. Functional Expenses

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

	<u>2020</u>	<u>2019</u>
Program services		
Salaries and benefits	\$ 9,899,498	\$10,338,358
Program supplies	541,049	468,821
Travel	382,312	520,520
Contract services	1,248,462	1,255,855
Other operating expenses	1,019,549	1,149,276
Depreciation	<u>338,144</u>	<u>400,181</u>
Total program services	<u>13,429,014</u>	<u>14,133,011</u>
Administrative and general		
Salaries and benefits	1,621,278	1,619,715
Travel	66,783	90,925
Contract services	899,697	1,056,333
Other operating expenses	166,939	209,304
Depreciation	<u>55,367</u>	<u>31,748</u>
Total administrative and general	<u>2,810,064</u>	<u>3,008,025</u>
Total	<u>\$16,239,078</u>	<u>\$17,141,036</u>

Management's estimate of cost allocations at a functional level is based on Medicare cost report methodology.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Notes to Consolidated Financial Statements****June 30, 2020 and 2019****10. Contingencies****Malpractice Insurance**

The Association maintains medical malpractice insurance coverage on a claims-made 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 requires 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 June 30, 2020. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

Litigation

The Association is involved in litigation 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 Association's future financial position or results of operations.

11. Retirement Plan

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$130,516 and \$144,683 for 2020 and 2019, respectively.

12. Concentration of Risk

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

	<u>2020</u>	<u>2019</u>
Medicare	62 %	66 %
Medicaid and other third-party payers	<u>38</u>	<u>34</u>
Total	<u>100 %</u>	<u>100 %</u>

13. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through February 11, 2021, which is the date the consolidated financial statements were available to be issued.



Know us before you need us...
HCS *is more than you can imagine*

Home Healthcare, Hospice and Community Services/VNA at HCS, Inc.
2021/2022 Board of Directors

Chair:

David Therrien

Vice Chair:

Virginia Jordan

Treasurer:

Eric Horne

Secretary:

Julie Green

Directors:

Michael Chelstowski

Mary Ann Davis

Bonnie Fecowicz

Julie Greenwood

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Allen Mendelson

Judy Sadoski

David Stinson

Julie Tewksbury

Ex Officios:

Maura McQueeney, CEO

Dawn Michelizzi, CFO

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Charlestown, NH 03603
603-828-3322

9 Vose Farm Road
PO Box 496
Peterborough, NH 03458
603-532-8353

Mary E. Lucas

Education

- 1997-1998 **Vermont Technical College, Randolph Center, VT**
RN – Associate Degree in Nursing, May 1998
- 1994 – 1995 **Thompson School for Practical Nurses, Brattleboro, VT**
Diploma in Nursing, June, 1995
- 1991 – 1993 **Greenfield Community College, Greenfield, MA**
Business Administration/Management

Employment

- 1999-Present **Home Healthcare, Hospice and Community Services, Keene, NH**
1999 – 2001, Staff Nurse
2001 – 2002, Support Services Coordinator
2002 – 2006, Support Services Manager
2006 – 2009, Home Health Nurse
2009 – 2011, Home Health Aide Supervisor
2001 – 2016, Hospice/Home Health Aide Supervisor
2016 – 2018, Clinical Manager of Customized Care
2018 – present, RN Administrator, The Castle Center
- 1998 - 1999 **Langdon Place of Keene, NH**
RN Charge Nurse on Alzheimer's Unit for 24 residents.
Implementing care plans of residents with a psychiatrist on a bi-weekly basis, resident assessments, treatments, medication nurse.
- 1998 – 1997 LPN Charge Nurse, Skilled Nursing Care for 25 residents.
Duties included: medication nurse, treatment nurse, oversee duties of CNA, resident assessments, update nursing care plans.
- 1996 – 1997 **Linda Manor Extended Care**
1996 – LPN – Charge Nurse for 41 residents
1997 – LPN – Sub-Acute unit of 20 patients.
Duties included: medication nurse, treatment nurse, update nursing care plans, supervision of CNA staff, communication of resident's care with physician.
- 1995 – 1996 **Center for Extended Care of Amherst, Amherst, MA**
LPN – Long Term Care Facility
Duties included: medication nurse, treatment nurse, resident assessments, scheduling MD., Podiatrists, Optometrist appointments, update nursing care plans, supervision of CNA staff, communication of resident's care with physician.
- 1994 – 1995 **Heritage Hall South, Agwam, MA**
LPN – Respiratory Care Unit
Duties included: vent care, in-line suctioning, trachea care, medication nurse, treatment nurse, assessment of residents, communication of resident's care with physician, supervision of CNA staff. IV Certification.

CONTRACTOR NAME: VNA at HCS

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Mary Lucas	Nurse Administrator	\$50,400



Lori A. Shiblette
Commissioner

Deborah D. Scheetz
Director

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

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

June 17, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to add \$199,980 of COVID-19 funding to the contracts listed in the table below for the Older Americans Act nutrition programs for the provision of adult day program services, to increase the total price limitation from \$1,308,960 to \$1,508,940, effective upon Governor approval. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Contract Amount***	Informational Item – Increase (Decrease)	Total Contract Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$358,640.00	\$54,480.00	\$411,120
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$140,760.00	\$21,480.00	\$162,240
VNA at HCS, Inc.	177274	Keene, NH	\$237,720.00	\$38,360.00	\$274,080
Memorial Elder Health Services	TBD	No. Conway, NH	\$74,400.00	\$11,340.00	\$85,740
Nashua Adult Day Health, LLC	TBD	Nashua	\$499,440.00	\$76,320.00	\$575,760
		Total:	\$1,308,960.00	\$199,980.00	\$1,508,940
***Note: The Department has submitted a G&C request for the 6/24/20 agenda to approve new contracts with the Contractors listed in this table.					

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

See attached fiscal details.

EXPLANATION

The Governor approved the addition of \$199,980 to the contracts listed in the table above to provide emergency federal COVID-19 funding to the Contractors to better support older, isolated, and frail adults, and adults 18-59 years of age with physical disabilities and/or chronic illnesses, who have become increasingly isolated during the COVID-19 pandemic.

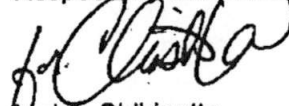
The Contractors will provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services will be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive, and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department will monitor contracted services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

Areas served: Statewide.

Respectfully submitted,



Lori A. Shibanette
Commissioner



Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

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

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

June 15, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed \$1,308,960 for adult day program services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 56.65% Federal Funds. 43.35% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$356,640.00
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$140,760.00
VNA at HCS, Inc.	177274	Keene, NH	\$237,720.00
Memorial Elder Health Services	TBD	No. Conway, NH	\$74,400.00
Nashua Adult Day Health, LLC	TBD	Nashua	\$499,440.00
		Total:	\$1,308,960.00

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide adult day program services pursuant to the Older Americans Act, Title III Services and the Social Services Block Grant Programs, Title XX. The Contractors will provide adult day program services for individuals who reside in independent living settings and who meet the eligibility criteria.

Approximately 300 individuals will be served from July 1, 2020, to June 30, 2022.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The Contractors will provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services will be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department will monitor contracted services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/20/2020 through 4/9/2020. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

The Department requested that the Governor approve the addition of \$199,980 to the contracts listed in the table in the Requested Action Section to provide emergency federal COVID-19 funding to the Contractors to better support older, isolated, and frail adults, and adults 18-59 years of age with physical disabilities and/or chronic illnesses, who have become increasingly isolated during the COVID-19 pandemic. See the corresponding informational item on the 6/24/20 G&C agenda.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, individuals in need of adult day care services may not be served, and the lack of these services may jeopardize family caregivers' ability to continue to support these individuals at home.

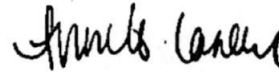
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Areas served: Statewide.

Source of Funds: 62.40% Federal Funds (CFDA # #93.044, FAIN #2001NHOASS-01, CFDA #93.667, FAIN #2001NHSOSR, and CFDA #93.044, FAIN #2001NHSSC3-00), and 37.60% General Funds

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

Respectfully submitted,



Ann H. Landry

Associate Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 50% FEDERAL, 50% GENERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$83,760.00
540-500382	SS Contracts	2022	\$83,760.00
		<i>Subtotal</i>	<i>\$167,520.00</i>

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$12,480.00
540-500382	SS Contracts	2022	\$12,480.00
		<i>Subtotal</i>	<i>\$24,960.00</i>

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$39,840.00
540-500382	SS Contracts	2022	\$39,840.00
		<i>Subtotal</i>	<i>\$79,680.00</i>

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$23,640.00
540-500382	SS Contracts	2022	\$23,640.00
		<i>Subtotal</i>	<i>\$47,280.00</i>

Easter Seals New Hampshire, Inc -Manchester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$38,280.00
540-500382	SS Contracts	2022	\$38,280.00
			<i>\$76,560.00</i>

Fiscal Details

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$21,540.00
540-500382	SS Contracts	2022	\$21,540.00
			\$43,080.00

05-95-48-481010-7872; Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$219,540.00
540-500382	SS Contracts	2022	\$219,540.00
		<i>Subtotal</i>	\$439,080.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Federal Funds; 40% General Funds)

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$165,960.00
566-500918	Contracts for Prog Svcs	2022	\$165,960.00
		<i>Subtotal</i>	\$331,920.00

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$24,720.00
566-500918	Contracts for Prog Svcs	2022	\$24,720.00
		<i>Subtotal</i>	\$49,440.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$79,020.00
566-500918	Contracts for Prog Svcs	2022	\$79,020.00
		<i>Subtotal</i>	\$158,040.00

Fiscal Details

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$46,740.00
566-500918	Contracts for Prog Svcs	2022	\$46,740.00
		Subtotal	\$93,480.00

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$75,840.00
566-500918	Contracts for Prog Svcs	2022	\$75,840.00
		Subtotal	\$151,680.00

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$42,660.00
566-500918	Contracts for Prog Svcs	2022	\$42,660.00
		Subtotal	\$85,320.00

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$434,940.00
566-500918	Contracts for Prog Svcs	2022	\$434,940.00
		Subtotal	\$869,880.00

05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, CARES ACT TITLE III GRANTS, 100% FEDERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$76,320.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$76,320.00

Fiscal Details

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$11,340.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$11,340.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$36,360.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$36,360.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$21,480.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$21,480.00

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$34,860.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$34,860.00

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$19,620.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$19,620.00

05:55:48-4810:1917, Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$199,980.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$199,980.00

Fiscal Details

Summary by Vendor by Year
Nashua Adult Day Health, LLC

	SFY	Modified Budget
	2021	\$326,040.00
	2022	\$249,720.00
	Subtotal	\$575,760.00

Memorial Elder Health Services

	SFY	Modified Budget
	2021	\$48,540.00
	2022	\$37,200.00
	Subtotal	\$85,740.00

VNA at HCS, Inc.

	SFY	Modified Budget
	2021	\$155,220.00
	2022	\$118,860.00
	Subtotal	\$274,080.00

Area Agency of Greater Nashua, Inc.

	SFY	Modified Budget
	2021	\$91,860.00
	2022	\$70,380.00
	Subtotal	\$162,240.00

Easter Seals New Hampshire, Inc - Manchester

	SFY	Modified Budget
	2021	\$148,980.00
	2022	\$114,120.00
	Subtotal	\$263,100.00

Easter Seals New Hampshire, Inc - Rochester

	SFY	Modified Budget
	2021	\$83,820.00
	2022	\$64,200.00
	Subtotal	\$148,020.00

Grand Total SFY21	2021	\$854,460.00
Grand Total SFY22	2022	\$654,480.00
Total Contract		\$1,508,940.00



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

Adult Day Care Services

RFA Name

RFA-2021-DLTSS-02-ADULT

RFA Number

Reviewer Names

Bidder Name

1. EASTER SEALS NEW HAMPSHIRE, INC.
2. Gateways Community Services
3. HOME HEALTHCARE, HOSPICE AND
COMMUNITY SERVICES, INC.
4. Memorial Elder Health Services
5. NASHUA ADULT DAY HEALTH, LLC

Pass	Fail
Pass	
Pass	
Pass	
Pass	
Pass	

1. Thom O'Connor, Administrator I
2. Jean Couch, Supervisor VII
3. Tracey Tarr, Administrator II

Subject: Adult Day Program Services (RFA-2021-DLTSS-02-ADULT-03)

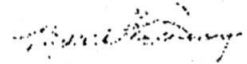
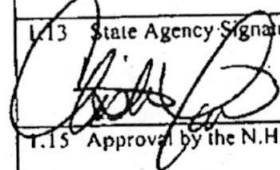
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name VNA at HCS, Inc.		1.4 Contractor Address 312 Marlboro Street Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-2253	1.6 Account Number 05-95-48-481010-7872-540-500382; 05-95-48-481010-9255-566500918; 05-95-48-481010-1917-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$274,080
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/8/2020		1.12 Name and Title of Contractor Signatory Maura McQueeney, President/CEO	
1.13 State Agency Signature  Date: 6-8-2020		1.14 Name and Title of State Agency Signatory Christine Toppas, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Catherine Pinos</u> On: <u>06/10/20</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) of years additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services under this Agreement for individuals who are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, or who are not eligible for other New Hampshire Medicaid services, or who are not receiving the same or similar services through the Veterans' Administration.
- 1.2. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from (8:00 am to 5:00 pm), excluding state and federal holidays.
- 1.4. The Contractor shall provide Adult Day Program Services in Keene, New Hampshire.
- 1.5. The Contractor shall be licensed as an adult day program in accordance with RSA 151:2 I (f) and as governed by New Hampshire Code of Administrative Rules Part He-P 818, Adult Day Programs.
- 1.6. The Contractor shall provide services in accordance with New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB Supportive Services, governing Adult Day Program Services.
- 1.7. The Contractor shall provide services and administration of the program in accordance with the applicable federal and state laws, NH Administrative Rules He-E 501 and He-E 502, policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.8. The Contractor shall provide services in a supervised setting for fewer than twelve (12) hours a day to individuals 18 years of age and older, based on an individual's needs, which may include, but are not limited to:
 - 1.8.1. Assistance with activities of daily living.
 - 1.8.2. Nursing care and rehabilitation services.
 - 1.8.3. Recreational, social, cognitive and physical stimulation activities.
 - 1.8.4. Monitoring of the individual's condition
 - 1.8.5. Counseling, as appropriate, on nutrition, hygiene or other related matters.
 - 1.8.6. Referrals to other services and resources as necessary.
 - 1.8.7. Assistance and support to caregiving families

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT B

- 1.9. The State reserves the right to require services to be concurrently provided in facilities and in an alternative setting. The Contractor may:
 - 1.9.1. Provide adult day program services in an alternative setting approved by the Department, during a declaration of emergency or disaster issued by the Governor. The Contractor shall:
 - 1.9.1.1. Comply with all laws, rules, and guidance in accordance with the State of New Hampshire and the federal Older American Act Services.
 - 1.9.1.2. Comply with guidelines from the Centers for Disease Control and Prevention (CDC) and the Department, as directed by the Department during emergencies.
 - 1.9.1.3. Obtain Department consent for modifications due to suspended in-facility services.
 - 1.9.1.4. Provide services in accordance with guidance from the Department that include, but are not limited to:
 - 1.9.1.4.1. Continuation of certain services, telephonically or via video chat, to individuals currently receiving services.
 - 1.9.1.4.2. Completion of the Daily Care Connection form issued by the Department for each remote contact with a participant.
- 1.10. The Contractor shall provide services to individuals referred by:
 - 1.10.1. The Adult Protection Program.
 - 1.10.2. Direct application to the Contractor for services.
 - 1.10.3. NH ServiceLink Resource Centers and other community agencies.
 - 1.10.4. Self-referral.
- 1.11. The Contractor shall conduct an expedited intake for individuals referred by the Adult Protection Program in accordance with the NH Administrative Rules He-E 501 and 502, which include, but are not limited to:
 - 1.11.1. Waiving application, determination and redetermination requirements.
 - 1.11.2. Utilizing information provided by Adult Protective Program staff to provide appropriate services.
 - 1.11.3. Reporting suspected abuse, neglect, self-neglect and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
 - 1.11.4. Making a good-faith effort to ensure the provision of services.

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**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT B

- 1.11.5. Informing the referring Adult Protective Program staff of any changes to the referred individual's situation, or other concerns.
- 1.12. The Contractor shall determine eligibility for services, and complete an intake and an application for services for individuals who apply directly to the Contractor, in accordance with NH Administrative Rules He-E 501 and 502.
- 1.13. The Contractor shall provide written notice of eligibility to each individual who applies to the Contractor for services no later than forty-five (45) days from the date eligibility is determined, which includes, but is not limited to:
 - 1.13.1. Services to be provided including frequency; and
 - 1.13.2. Beginning and end dates for the period of eligibility; or
 - 1.13.3. If the individual is determined to not be eligible for service(s), the notice shall include, but is not limited to:
 - 1.13.3.1. The reason(s) for the denial;
 - 1.13.3.2. A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision; and
 - 1.13.3.3. Contact information for requesting an administrative hearing, as described in New Hampshire Administrative Rule He-E 501.11.
- 1.14. The Contractors shall use the Department's Form 3000 application when determining eligibility pursuant to NH Administrative Rule He-E 501 (Title XX).
- 1.15. The Contractor shall submit its policies and procedures for client eligibility determination and redetermination to the Department for review and approval, within 30 days of the start of each State Fiscal Year. The Contractor shall:
 - 1.15.1. Terminate services when:
 - 1.15.1.1. The individual or his or her authorized representative requests that the services be terminated.
 - 1.15.1.2. The individual no longer meets the eligibility requirements for services.
 - 1.15.1.3. Funding by the State for the service(s) is no longer available.
 - 1.15.1.4. The individual did not reapply for services as required by program rules.
 - 1.15.1.5. The individual is admitted to a nursing home or residential care facility.
 - 1.15.2. Request a service authorization from the Department for each individual determined eligible for services.

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EXHIBIT B

1.15.3. Submit a completed Form 3502 "Contract Service Authorization-New Authorization," in accordance with NH Administrative rule He-E 501.15, for each client determined eligible for services. The completed Form 3502 may include more than one services and shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

1.15.4. Assess each individual's needs and develop a written service plan; maintain written progress notes; and monitor and adjust the service plans to meet the individual's needs, in accordance with NH Administrative Rules He-E 501 and He-E 502.

1.15.5. Incorporate the following Guiding Principles for Person-Centered Planning Philosophy into agency functions, policies, and staff-client interactions when providing services::

1.15.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

1.15.5.2. Individual's wishes, values, and beliefs are considered and respected.

1.15.5.3. Individual is listened to; needs and concerns are addressed.

1.15.5.4. Individual receives the information he/she needs to make informed decisions.

1.15.5.5. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

1.15.5.6. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

1.15.5.7. The system is committed to excellence and quality improvement.

1.15.5.8. Individual rights are affirmed and protected.

1.15.5.9. Individuals are protected from exploitation, abuse, and neglect.

1.15.5.10. The service system is accessible, responsive, and accountable to the individual.

**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT B

- 1.15.6. Maintain a level of staffing necessary to perform and provide the functions, requirements, roles, and duties in a timely fashion for the number of clients identified in this Agreement.
- 1.15.7. Develop and submit its written Staffing Contingency Plan to the Department within 30 days of contract approval date, which includes, but is not limited to:
 - 1.15.7.1. The process for replacing personnel in the event of loss of personnel during contract period.
 - 1.15.7.2. A description of how additional staff resources will be allocated to support contract services in the event of inability to meet any performance standard.
 - 1.15.7.3. A description of time frames necessary for obtaining staff replacements.
 - 1.15.7.4. An explanation of capabilities to provide, in a timely manner, staff replacements and/or additions with comparable experience.
 - 1.15.7.5. A description of the method for training new staff members performing contract services.
- 1.15.8. Verify each staff member and each volunteer completes appropriate orientation and training; has the required education; and has the appropriate experience to fulfill the responsibilities of their respective position. The Contractor shall maintain all relevant documents, including, but not limited to:
 - 1.15.8.1. Current personnel records.
 - 1.15.8.2. Training records.
 - 1.15.8.3. Licenses.
 - 1.15.8.4. Certifications.
- 1.16. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints relative to services, processes, procedures, and staff. The Contractor shall provide a written record of all complaints to the Department, upon request, ensuring the information includes, but is not limited to:
 - 1.16.1. Individual's name.
 - 1.16.2. Type of service.
 - 1.16.3. Date of complaint.
 - 1.16.4. A description of the complaint.
 - 1.16.5. Resolution to the complaint.
 - 1.16.6. Notice of right to appeal.

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**New Hampshire Department of Health and Human Services
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EXHIBIT B

- 1.17. The Contractor shall complete a criminal background check for each staff member or volunteer who interacts with or provides hands-on care to individuals in compliance with the requirements of NH Administrative Rule He-P 818, Adult Day Programs.
- 1.18. The Contractor shall not commence delivery of services prior to the receipt by the Department of documentation required in Subsection 1.17, above.
- 1.19. The Contractor shall develop a survey, to be approved by the Department, and conduct a survey of individuals receiving services, via telephone, mail, e-mail, or face-to-face.
- 1.20. The Contractor shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 1.21. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services, in accordance with NH Administrative Rule He-E 501.10, in the event that:
 - 1.21.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
 - 1.21.2. The Contractor terminates a service or services for any reason; or
 - 1.21.3. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports on the provision of Adult Day Care services to the Department, on a pre-defined electronic form supplied by the Department. The Contractor shall:
 - 3.1.1. Submit reports to the Department no later than the 15th day of the month following the end of each quarter.
 - 3.1.2. Ensure each report includes, but is not limited to:

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**New Hampshire Department of Health and Human Services
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EXHIBIT B

- 3.1.2.1. Total expenses.
- 3.1.2.2. Revenue.
- 3.1.2.3. Actual Units served, sorted by funding source.
- 3.1.2.4. Number of unduplicated clients served, sorted by funding source.
- 3.1.2.5. Number of Title III and Title XX clients served with funds not provided by the Department.
- 3.1.2.6. Unmet need/waiting list.
- 3.1.2.7. Length of time clients are on a waiting list.
- 3.1.2.8. A narrative description of activities during the previous quarter, which shall include, but is not limited to:
 - 3.1.2.8.1. Quality improvement activities initiated in response to each complaint.
 - 3.1.2.8.2. An explanation for each instance in which an individual did not receive planned services.
- 3.2. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the Adult Protection law.
- 3.3. The Contractor shall provide written notice of the inability to meet any contract service obligations, including but not limited to reducing hours of operations; changing services area; or closing and/or opening a site at least ninety (90) days prior to the event. The Contractor shall:
 - 3.3.1. Mail written notices to:
 - Bureau Director
 - Bureau of Elderly and Adult Services
 - 105 Pleasant Street
 - Concord, NH 03301
 - 3.3.2. Ensure written notifications include:
 - 3.3.2.1. Reason(s) for the inability to deliver services;
 - 3.3.2.2. How service recipients and the community will be impacted;
 - 3.3.2.3. How service recipients and the community will be notified; and
 - 3.3.2.4. A plan to transition clients into other services or refer the clients to other agencies.

4. Performance Measures



**New Hampshire Department of Health and Human Services
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EXHIBIT B

- 4.1. The Department will monitor Contractor performance by evaluating the following performance measures:
- 4.1.1. Eligibility
 - 4.1.1.1. The number of applications and service requests and
 - 4.1.1.2. The number and percent of applicants found eligible for each service.
 - 4.1.1.3. The number and percent of applicants found ineligible for each service.
 - 4.1.1.4. The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
 - 4.1.1.5. The number and percent of individuals who have experienced a safety-related incident or accident, which occurs during times of face-to-face contact.
 - 4.1.1.6. The number and percent of individuals for whom a report to Adult Protective Services was made.
 - 4.1.2. Service Delivery
 - 4.1.2.1. The number of open cases at the end of each reporting period, and
 - 4.1.2.2. The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.
 - 4.1.2.3. The number and percent of individuals completing the survey
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

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**New Hampshire Department of Health and Human Services
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EXHIBIT B

and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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

**New Hampshire Department of Health and Human Services
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EXHIBIT B

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.

5.5. Eligibility Determinations

- 5.5.1. 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.
- 5.5.2. 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.
- 5.5.3. 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.
- 5.5.4. 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.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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

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EXHIBIT B

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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

6.2. 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. 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.

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 62.40% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2001NHOASS-01, as awarded on September 1, 2019. 14.55% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR, as awarded on September 1, 2019. 34.60% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, CARES Act Title III Grants (CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 13.25% Federal funds
 - 1.2. 37.60% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a (Subrecipient or Contractor), in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.beasinvoices@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. 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

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Adult Day Program Services



EXHIBIT C

sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

- 7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

- 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

VNA at HCS, Inc.

Exhibit C

Contractor Initials *AV*

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Date 6/8/2020

**New Hampshire Department of Health and Human Services
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EXHIBIT C

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- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.5. 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.

Exhibit C-1 Rate Sheet

VNA at HCS, Inc.

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	1,317	\$60.00	\$ 79,020.00
Title IIIB AGDC	Per Day/Per Person	664	\$60.00	\$ 39,840.00
Title IIIB AGDC COVID	Per Day/Per Person	606	\$60.00	\$ 36,360.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	1,317	\$60.00	\$ 79,020.00
Title IIIB AGDC	Per Day/Per Person	664	\$60.00	\$ 39,840.00

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

Castle Center Life Enrichment Day Program, 312 Marlboro Street, Keene, NH 03431

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

Vendor Name:

6/8/2020

Date

Name: Maura McQueeney
Title: President/CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: VNA at HCS

6/8/2020

Date

Name: Maura McQueeney
Title: President/CEO



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: VNA at HCS

Name: Maura McQueency
Title: President/CEO

6/8/2020
Date

Vendor Initials



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: VNA at HCS

6/8/2020
Date

Name: Maura McQueeney
Title: President/CEO

Exhibit G

Vendor Initials MM

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Vendor Name: VNA at HCS

A handwritten signature in cursive script, appearing to read "Maura McQueeney".

6/8/2020

Date

Name: Maura McQueeney
Title: President/CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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





New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials AR

Date 6/8/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

[Handwritten Signature]
Christie Tappan
Associate Commissioner
6-8-2020

VNA at HCS

Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

[Handwritten Signature]
 Maura McQueency
 President/CEO
 6/8/2020

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name: VNA at HCS, Inc.

Name: Maura McQueeney
Title: President/CEO

6/8/2020

Date

Contractor Initials

Date 6/8/2020



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 789861421
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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.).

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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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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 and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Adult Day Program Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Area Agency of Greater Nashua, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item # 46D) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions To Standard Contract Provisions, Paragraph 1.2 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$302,940.00
3. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 59.72% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2201NHOASS-01, as awarded on January 7, 2022. 15.58% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR, as awarded on September 1, 2019. 37.04% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, CARES Act Title III Grants (CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 7.10% Federal funds
 - 1.2. 40.28% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 to read:
 3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet, and Exhibit C-2, Amendment #1, Rate Sheet.
5. Modify Exhibit C, Payment Terms, Section 4 to read:
 4. The Contractor shall submit an invoice and supporting documents to the Department no later

than the fifteenth (15th) working day of the following month. The Contractor shall:

- 4.1 Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2 Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.3 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4 Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
6. Add Exhibit C-2, Amendment #1, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, or upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

4/28/2022

Date

DocuSigned by:
Melissa Hardy

Name: Melissa Hardy
Title: Director, DLTSS

Area Agency of Greater Nashua, Inc.

4/28/2022

Date

DocuSigned by:
Sandy Pelletier

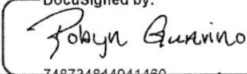
Name: Sandy Pelletier
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/29/2022

Date

DocuSigned by:

748734844041480

Name: Robyn Guarino
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 C-2, Amendment #1, Rate Sheet

Area Agency of Greater Nashua, Inc.

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	779	\$60.00	\$ 46,740.00
Title IIIB AGDC	Per Day/Per Person	394	\$60.00	\$ 23,640.00
Title IIIB AGDC COVID	Per Day/Per Person	358	\$60.00	\$ 21,480.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	779	\$60.00	\$ 46,740.00
Title IIIB AGDC	Per Day/Per Person	394	\$60.00	\$ 23,640.00

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	623	\$75.00	\$ 46,725.00
Title IIIB AGDC	Per Day/Per Person	315	\$75.00	\$ 23,625.00

7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX AGDC	Per Day/Per Person	623	\$75.00	\$ 46,725.00
Title IIIB AGDC	Per Day/Per Person	315	\$75.00	\$ 23,625.00

Contractor Initials: ds
SP

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0005766846**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Mark Thornton, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Area Agency of Greater Nashua d.b.a. Gateways Community Services.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 23rd, 2022, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That Sandra B. Pelletier (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Area Agency of Greater Nashua d.b.a. Gateways Community Services to enter into contracts or agreements with the State (Name of Corporation/ LLC)

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

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

Dated: 4/28/2022

Mark Thornton

Digitally signed by Mark Thornton
DN: cn=Mark Thornton, o=Gateways Community
Services, ou=Board President,
email=Thornton49@aol.com, c=US
Date: 2022.04.28 15:42:52 -0400

Signature of Elected Officer

Name: Mark Thornton

Title: President of Gateways Board of Directors

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/27/2022

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123
CONTACT NAME: Nicole Rhuda
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS: nicole.rhuda@usi.com
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : Philadelphia Indemnity Insurance Co. 18058
INSURER B : Granite State Healthcare & Human Svc WC NONAIC
INSURER C : Midwest Employers Casualty Company 23612
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
** Workers Comp Information ** 3A States: MA, NC, TX
C PDMA750039 Eff Date: 02/01/2022 Exp Date: 01/01/2023
WC Each Accident Limit: \$500,000
WC Policy Limit: \$500,000
WC Each Employee Limit: \$500,000

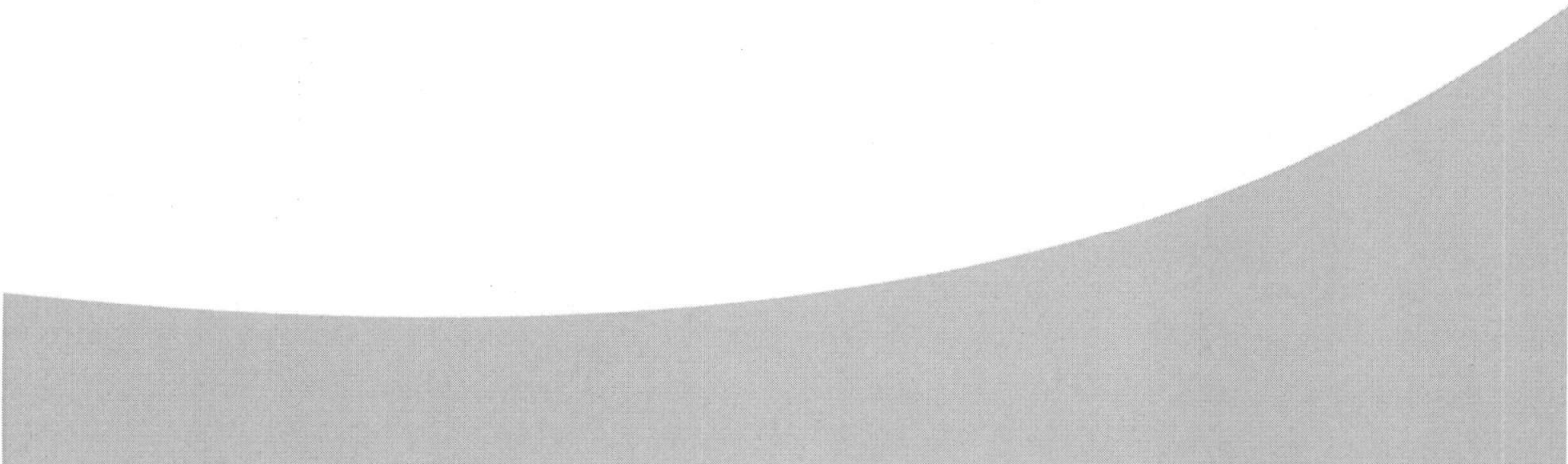
CERTIFICATE HOLDER: State of New Hampshire, Dept. of Health & Human Services, 129 Pleasant St., Concord, NH 03301
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



*Caring for our Community.
All Day, Everyday, For a Lifetime.*

OUR MISSION

Gateways Community Services believes that all people are of great value. We provide innovative, high-quality, long-term services to support individuals throughout their lifetime so they can lead meaningful lives.





CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2021 and 2020

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, 2021 and 2020, 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 Organization'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, 2021 and 2020, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. GAAP.

Other Matter

As discussed in Note 1 to the consolidated financial statements, in 2021 the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 10, 2021

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Financial Position

June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Current assets		
Cash	\$ 7,201,333	\$ 6,195,754
Client accounts	639,880	604,024
Accounts receivable, net	4,896,941	4,313,749
Veterans accounts receivable, net	1,785,787	2,288,665
Prepaid expenses and other	<u>174,514</u>	<u>119,529</u>
Total current assets	14,698,455	13,521,721
Property and equipment, net	2,164,947	2,090,955
Deposits	72,917	72,917
Deferred compensation	1,256,918	971,232
Beneficial interest in an agency fund	<u>51,991</u>	<u>38,796</u>
Total assets	<u>\$ 18,245,228</u>	<u>\$ 16,695,621</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 78,466	\$ 97,428
Accounts payable	2,313,983	3,453,796
Accrued liabilities and other	1,662,076	1,366,373
Paycheck Protection Program (PPP) funding	2,554,730	2,554,730
Deferred revenue	1,680,409	1,223,196
Client accounts	<u>639,880</u>	<u>604,024</u>
Total current liabilities	8,929,544	9,299,547
Deferred compensation	1,256,918	971,232
Long-term debt, net of current portion	<u>72,312</u>	<u>150,776</u>
Total liabilities	<u>10,258,774</u>	<u>10,421,555</u>
Net assets		
Without donor restrictions	7,658,545	5,809,879
With donor restrictions	<u>327,909</u>	<u>464,187</u>
Total net assets	<u>7,986,454</u>	<u>6,274,066</u>
Total liabilities and net assets	<u>\$ 18,245,228</u>	<u>\$ 16,695,621</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, 2021
(With Comparative Totals for the Year Ended June 30, 2020)**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2021 Total</u>	<u>2020 Total</u>
Revenue and support				
Medicaid	\$ 50,009,693	\$ -	\$ 50,009,693	\$ 47,724,036
New Hampshire Bureau of Developmental Services	1,346,333	-	1,346,333	1,364,190
Veterans individual program service	2,464,442	-	2,464,442	2,859,818
Long-term care stabilization funds	1,535,250	-	1,535,250	1,252,200
COVID-19 funding	449,968	-	449,968	-
Provider Relief Funds (PRF)	897,731	-	897,731	-
Contributions and grants	1,083,901	45,655	1,129,556	1,080,256
Client fees	205,555	-	205,555	219,326
Adult day service program	240	-	240	105,599
Rental income	89,146	-	89,146	48,537
Other revenues	445,019	-	445,019	668,512
The PLUS Company, Inc. services	122,004	-	122,004	122,003
United Way	11,000	-	11,000	12,101
Third party insurance	964,875	-	964,875	1,393,569
Production sales and service	57,689	-	57,689	105,749
Net assets released from restrictions	<u>181,933</u>	<u>(181,933)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>59,864,779</u>	<u>(136,278)</u>	<u>59,728,501</u>	<u>56,955,896</u>
Operating expenses				
Program services				
Adult services	46,213,018	-	46,213,018	43,301,889
Children services	3,808,463	-	3,808,463	4,558,414
Elder services	<u>4,631,202</u>	<u>-</u>	<u>4,631,202</u>	<u>4,659,069</u>
Total program services	<u>54,652,683</u>	<u>-</u>	<u>54,652,683</u>	<u>52,519,372</u>
Supporting services				
General management	3,224,212	-	3,224,212	3,210,272
Fundraising	<u>139,218</u>	<u>-</u>	<u>139,218</u>	<u>160,322</u>
Total supporting services	<u>3,363,430</u>	<u>-</u>	<u>3,363,430</u>	<u>3,370,594</u>
Total operating expenses	<u>58,016,113</u>	<u>-</u>	<u>58,016,113</u>	<u>55,889,966</u>
Change in net assets	1,848,666	(136,278)	1,712,388	1,065,930
Net assets, beginning of year	<u>5,809,879</u>	<u>464,187</u>	<u>6,274,066</u>	<u>5,208,136</u>
Net assets, end of year	<u>\$ 7,658,545</u>	<u>\$ 327,909</u>	<u>\$ 7,986,454</u>	<u>\$ 6,274,066</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, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Revenue and support			
Medicaid	\$ 47,724,036	\$ -	\$ 47,724,036
New Hampshire Bureau of Developmental Service	1,364,190	-	1,364,190
Veterans individual service program	2,859,818	-	2,859,818
Long-term care stabilization funds	1,252,200	-	1,252,200
Contributions and grants	948,589	131,667	1,080,256
Client fees	219,326	-	219,326
Adult day service program	105,599	-	105,599
Rental income	48,537	-	48,537
Other revenues	349,497	319,015	668,512
The PLUS Company, Inc. services	122,003	-	122,003
United Way	12,101	-	12,101
Third party insurance	1,393,569	-	1,393,569
Production sales and service	105,749	-	105,749
Net assets released from restrictions	<u>34,405</u>	<u>(34,405)</u>	<u>-</u>
Total revenue and support	<u>56,539,619</u>	<u>416,277</u>	<u>56,955,896</u>
Operating expenses			
Program services			
Adult services	43,301,889	-	43,301,889
Children services	4,558,414	-	4,558,414
Elder services	<u>4,659,069</u>	<u>-</u>	<u>4,659,069</u>
Total program services	<u>52,519,372</u>	<u>-</u>	<u>52,519,372</u>
Supporting services			
General management	3,210,272	-	3,210,272
Fundraising	<u>160,322</u>	<u>-</u>	<u>160,322</u>
Total supporting services	<u>3,370,594</u>	<u>-</u>	<u>3,370,594</u>
Total operating expenses	<u>55,889,966</u>	<u>-</u>	<u>55,889,966</u>
Change in net assets	649,653	416,277	1,065,930
Net assets, beginning of year	<u>5,160,226</u>	<u>47,910</u>	<u>5,208,136</u>
Net assets, end of year	<u>\$ 5,809,879</u>	<u>\$ 464,187</u>	<u>\$ 6,274,066</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, 2021

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency	Area Agency Properties	Eliminations	Total
Medicaid	\$ -	\$ -	\$ 46,569,520	\$ 2,330,689	\$ 1,109,484	\$ 50,009,693	\$ -	\$ -	\$ 50,009,693
New Hampshire Bureau of Developmental Services	-	-	548,993	797,340	-	1,346,333	-	-	1,346,333
Veterans individual service program	-	-	-	-	2,464,442	2,464,442	-	-	2,464,442
Long-term care stabilization funds	-	-	1,488,150	25,200	21,900	1,535,250	-	-	1,535,250
COVID-19 funding	-	-	-	-	449,968	449,968	-	-	449,968
PRF	-	-	897,731	-	-	897,731	-	-	897,731
Contributions and grants	-	222,128	88,115	59,466	759,847	1,129,556	22,500	(22,500)	1,129,556
Client fees	-	-	186,016	-	-	186,016	19,539	-	205,555
Adult day service program	-	-	-	-	240	240	-	-	240
Rental income	-	-	89,146	-	-	89,146	481,788	(481,788)	89,146
Other revenues	-	-	206,037	165,190	73,775	445,002	17	-	445,019
The PLUS Company, Inc. service	111,156	9,144	1,285	325	94	122,004	-	-	122,004
United Way	-	-	1,400	-	9,600	11,000	-	-	11,000
Third party insurance	-	-	-	964,875	-	964,875	-	-	964,875
Production sales and service	30,210	-	3,615	13,378	10,486	57,689	-	-	57,689
Management fees	-	-	77,538	-	-	77,538	-	(77,538)	-
Total revenue and support	<u>\$ 141,366</u>	<u>\$ 231,272</u>	<u>\$ 50,157,546</u>	<u>\$ 4,356,463</u>	<u>\$ 4,899,836</u>	<u>\$ 59,786,483</u>	<u>\$ 523,844</u>	<u>\$ (581,826)</u>	<u>\$ 59,728,501</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, 2020

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency	Area Agency Properties	Eliminations	Total
Medicaid	\$ -	\$ -	\$ 44,406,997	\$ 2,248,149	\$ 1,068,890	\$ 47,724,036	\$ -	\$ -	\$ 47,724,036
New Hampshire Bureau of Developmental Services	-	-	569,640	794,550	-	1,364,190	-	-	1,364,190
Veterans individual service program	-	-	-	-	2,859,818	2,859,818	-	-	2,859,818
Long-term care stabilization funds	-	-	1,206,300	24,750	21,150	1,252,200	-	-	1,252,200
Contributions and grants	8,400	65,151	69,944	142,563	794,198	1,080,256	-	-	1,080,256
Client fees	-	-	198,113	-	-	198,113	21,213	-	219,326
Adult day service program	-	-	-	-	105,599	105,599	-	-	105,599
Rental income	-	-	48,537	-	-	48,537	397,788	(397,788)	48,537
Other revenues	27,912	-	469,744	144,543	26,290	668,489	23	-	668,512
The PLUS Company, Inc. services	120,265	13	1,254	379	92	122,003	-	-	122,003
United Way	-	-	1,440	-	10,661	12,101	-	-	12,101
Third party insurance	-	-	-	1,393,569	-	1,393,569	-	-	1,393,569
Production sales and service	33,570	-	6,594	65,585	-	105,749	-	-	105,749
Management fees	-	-	77,538	-	-	77,538	-	(77,538)	-
Total revenue and support	\$ 190,147	\$ 65,164	\$ 47,056,101	\$ 4,814,088	\$ 4,886,698	\$ 57,012,198	\$ 419,024	\$ (475,326)	\$ 56,955,896

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, 2021

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency	Area Agency Properties	Eliminations	Total
Payroll and related expenses									
Salaries and wages	\$ 1,797,251	\$ 68,404	\$ 3,675,750	\$ 2,214,813	\$ 2,538,051	\$ 10,294,269	\$ -	\$ -	\$ 10,294,269
Long-term care stabilization funds	-	-	60,200	25,200	21,900	107,300	-	-	107,300
Employee benefits	581,477	19,340	861,591	558,368	239,772	2,260,548	-	-	2,260,548
Payroll taxes	117,619	4,916	269,874	160,769	191,102	744,280	-	-	744,280
Total payroll and related expenses	<u>2,496,347</u>	<u>92,660</u>	<u>4,867,415</u>	<u>2,959,150</u>	<u>2,990,825</u>	<u>13,406,397</u>	<u>-</u>	<u>-</u>	<u>13,406,397</u>
Other expenses									
Client treatment services	1,705	-	4,587,534	572,666	1,002,997	6,164,902	-	-	6,164,902
Long-term care stabilization funds paid to subcontractors	-	-	1,427,950	-	-	1,427,950	-	-	1,427,950
Professional fees	405,195	364	624,586	42,993	428,820	1,501,958	7,236	-	1,509,194
Staff development and training	80,354	57	7,386	1,300	135	89,232	-	-	89,232
Rent and mortgage interest	90,187	1,165	372,380	41,110	8,348	513,190	5,496	(481,788)	36,898
Other occupancy costs	-	-	-	-	-	-	31,780	-	31,780
Utilities	4,706	216	21,119	6,269	1,545	33,855	5,081	-	38,936
Repairs and maintenance	14,303	651	176,532	17,500	4,812	213,798	297,726	(100,038)	411,486
Office, building and household	71,387	14,044	27,568	15,521	12,811	141,331	-	-	141,331
Equipment rental	9,099	360	35,252	8,927	3,696	57,334	-	-	57,334
Advertising	2,832	1,424	5,735	2,363	117	12,471	-	-	12,471
Communications	10,433	210	24,893	10,621	8,413	54,570	-	-	54,570
Transportation	1,877	-	89,874	7,999	5,554	105,304	-	-	105,304
Insurance	10,206	468	45,804	12,080	3,760	72,318	17,342	-	89,660
Other	28,826	27,765	202,547	89,280	165,057	513,475	4,550	-	518,025
Subcontractor	-	-	33,747,964	25,537	-	33,773,501	-	-	33,773,501
Total other expenses	<u>731,110</u>	<u>46,724</u>	<u>41,397,124</u>	<u>854,166</u>	<u>1,646,065</u>	<u>44,675,189</u>	<u>369,211</u>	<u>(581,826)</u>	<u>44,462,574</u>
Total operating expenses before depreciation, Area Agency Properties, and elimination allocations	3,227,457	139,384	46,264,539	3,813,316	4,636,890	58,081,586	369,211	(581,826)	57,868,971
Depreciation allocation	877	40	4,223	997	288	6,425	140,717	-	147,142
Area Agency Properties allocation	29,229	1,458	395,361	41,492	42,388	509,928	(509,928)	-	-
Elimination allocation	(33,351)	(1,664)	(451,105)	(47,342)	(48,364)	(581,826)	-	581,826	-
Total operating expenses	<u>\$ 3,224,212</u>	<u>\$ 139,218</u>	<u>\$ 46,213,018</u>	<u>\$ 3,808,463</u>	<u>\$ 4,631,202</u>	<u>\$ 58,016,113</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 58,016,113</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, 2020

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency	Area Agency Properties	Eliminations	Total
Payroll and related expenses									
Salaries and wages	\$ 1,715,652	\$ 92,004	\$ 3,239,749	\$ 2,570,670	\$ 2,938,347	\$ 10,556,422	\$ -	\$ -	\$ 10,556,422
Long-term care stabilization funds	-	-	43,800	24,750	21,150	89,700	-	-	89,700
Contract staff	4,338	-	7,284	-	-	11,622	7,236	-	18,858
Employee benefits	591,466	29,077	796,026	694,213	308,531	2,419,313	-	-	2,419,313
Payroll taxes	125,956	7,320	244,962	196,758	224,947	799,943	-	-	799,943
Total payroll and related expenses	2,437,412	128,401	4,331,821	3,486,391	3,492,975	13,877,000	7,236	-	13,884,236
Other expenses									
Client treatment services	-	-	4,010,911	619,395	607,368	5,237,674	-	-	5,237,674
Long-term care stabilization funds paid to subcontractors	-	-	1,162,500	-	-	1,162,500	-	-	1,162,500
Professional fees	382,872	1,242	580,633	97,406	401,028	1,463,181	-	-	1,463,181
Staff development and training	32,029	1,414	31,568	9,991	1,962	76,964	-	-	76,964
Rent and mortgage interest	133,321	1,433	392,296	128,044	9,861	664,955	10,421	(397,788)	277,588
Other occupancy costs	-	-	-	-	-	-	26,942	-	26,942
Utilities	4,542	230	21,472	22,933	1,580	50,757	1,095	-	51,852
Repairs and maintenance	6,936	351	91,764	48,267	2,413	149,731	184,562	(77,538)	256,755
Office, building and household	64,887	1,038	32,727	22,822	9,675	131,149	-	-	131,149
Equipment rental	7,976	362	33,825	10,209	4,036	56,408	-	-	56,408
Advertising	2,441	2,190	7,125	5,242	1,733	18,731	-	-	18,731
Communications	9,020	194	21,911	11,938	7,931	50,994	-	-	50,994
Transportation	4,624	14	126,898	27,635	22,348	181,519	114	-	181,633
Insurance	19,852	233	21,768	6,903	1,994	50,750	14,126	-	64,876
Other	105,276	23,262	81,198	47,324	100,494	357,554	124	-	357,678
Subcontractor	-	-	32,405,488	15,181	-	32,420,669	-	-	32,420,669
Total other expenses	773,776	31,963	39,022,084	1,073,290	1,172,423	42,073,536	237,384	(475,326)	41,835,594
Total operating expenses before depreciation, Area Agency Properties, and elimination allocations	3,211,188	160,364	43,353,905	4,559,681	4,665,398	55,950,536	244,620	(475,326)	55,719,830
Depreciation allocation	4,537	230	21,735	6,473	1,578	34,553	135,583	-	170,136
Area Agency Properties allocation	21,793	1,087	294,782	30,936	31,605	380,203	(380,203)	-	-
Elimination allocation	(27,246)	(1,359)	(368,533)	(38,676)	(39,512)	(475,326)	-	475,326	-
Total operating expenses	\$ 3,210,272	\$ 160,322	\$ 43,301,889	\$ 4,558,414	\$ 4,659,069	\$ 55,889,966	\$ -	\$ -	\$ 55,889,966

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, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 60,113,265	\$ 54,910,323
Cash paid to suppliers and employees	(58,782,104)	(54,501,234)
Interest received	1,440	27,581
Interest paid	<u>(5,496)</u>	<u>(10,421)</u>
Net cash provided by operating activities	<u>1,327,105</u>	<u>426,249</u>
Cash flows from investing activities		
Change in deposits	-	38,500
Acquisition of property and equipment	<u>(224,100)</u>	<u>(60,115)</u>
Net cash used by investing activities	<u>(224,100)</u>	<u>(21,615)</u>
Cash flows from financing activities		
Proceeds from PPP funding	-	2,554,730
Payments on long-term debt	<u>(97,426)</u>	<u>(163,122)</u>
Net cash (used) provided by financing activities	<u>(97,426)</u>	<u>2,391,608</u>
Net increase in cash	1,005,579	2,796,242
Cash, beginning of year	<u>6,195,754</u>	<u>3,399,512</u>
Cash, end of year	<u>\$ 7,201,333</u>	<u>\$ 6,195,754</u>
Reconciliation of change in net assets to net cash provided by operating activities		
Change in net assets	\$ 1,712,388	\$ 1,065,930
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	147,142	170,136
Loss on disposal of property and equipment	2,966	-
Change in beneficial interest in an agency fund	(13,195)	329
Change in assets and liabilities		
Accounts receivable	(80,314)	(1,768,203)
Prepaid expenses and other	(54,985)	36,576
Accounts payable	(1,139,813)	1,128,355
Accrued liabilities and other	295,703	42,585
Deferred revenue	<u>457,213</u>	<u>(249,459)</u>
Net cash provided by operating activities	<u>\$ 1,327,105</u>	<u>\$ 426,249</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
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Notes to the Consolidated Financial Statements

June 30, 2021 and 2020

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 spaces that are used as residences for clients and for general operations.

1. Summary of Significant Accounting Policies

Principles of Consolidation

U.S. generally accepted accounting principles (U.S. GAAP) requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2021 and 2020, common control existed for Properties through common board members. The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization) as required by U.S. GAAP. All material intercompany accounts and transactions have been eliminated in consolidation.

Newly Adopted Accounting Pronouncement

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which provides guidance for organizations to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This ASU and related guidance were adopted by the Organization for the year ended June 30, 2021. Adoption of this ASU did not have a material impact on the Organization's financial reporting.

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:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions are to be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. At June 30, 2021 and 2020, net assets with donor restrictions consisted of restricted contributions temporary in nature.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
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Notes to the Consolidated Financial Statements

June 30, 2021 and 2020

All contributions are considered to be contributions without donor restrictions 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 increases in net assets with donor restrictions. When a donor restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Contributions with donor restrictions whose restrictions are met in the same year as received are reflected as net assets without donor restrictions in the accompanying financial statements.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless explicit donor stipulations specify how the donated assets must be used. Contributions of long-lived assets with explicit restrictions that specify how the assets are to be used and contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service.

Estimates

The preparation of consolidated 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 consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

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

Accounts Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a reserve method to account for uncollectible accounts calculated based upon specific identification by management. Balances that are still 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
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Notes to the Consolidated Financial Statements

June 30, 2021 and 2020

Accounts receivable and Veterans accounts receivable, net, amounted to \$6,682,728 and \$6,602,414 as of June 30, 2021 and 2020, respectively.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

<u>Description</u>	<u>Estimated Lives</u>
Buildings and building improvements	10-40 years
Furniture, equipment and vehicles	5-10 years

Deferred Revenue

The Organization's deferred revenue consists of funds received in advance from the State of New Hampshire for services to be performed at a later date and PRF (Note 13).

Revenue Recognition

Medicaid, New Hampshire Bureau of Developmental Services and Veterans individual program service revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements, the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of ASU No. 2014-09 and related guidance.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied ratably over the life of the contract with the client. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
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Notes to the Consolidated Financial Statements

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Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB Accounting Standards Codification (ASC) Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

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. Building related expenses are allocated on a square-footage basis among General Management, Fundraising and the Adult Services functions. Agency related expenses are allocated to Program, General Management and Fundraising functions based on the percentage of total functional expense to total expense.

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 December 10, 2021 which is the date that the consolidated financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and a line of credit, as disclosed in Note 4.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identify the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal years 2021 and 2020.

**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, 2021 and 2020

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2021</u>	<u>2020</u>
Cash	\$ 7,201,333	\$ 6,195,754
Accounts receivable, net	4,896,941	4,313,749
Veterans accounts receivable, net	<u>1,785,787</u>	<u>2,288,665</u>
	13,884,061	12,798,168
Less amounts not available for general expenditures:		
Net assets with donor restrictions	<u>327,909</u>	<u>464,187</u>
Financial assets available to meet general expenditures within one year	<u>\$ 13,556,152</u>	<u>\$ 12,333,981</u>

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Land and improvements	\$ 604,520	\$ 604,520
Buildings and building improvements	3,869,336	3,666,540
Vehicles	-	14,452
Equipment and furniture	<u>496,932</u>	<u>496,932</u>
	4,970,788	4,782,444
Less accumulated depreciation	<u>(2,805,841)</u>	<u>(2,691,489)</u>
	<u>\$ 2,164,947</u>	<u>\$ 2,090,955</u>

4. Line of Credit

Gateways has available an unsecured line of credit, with maximum borrowing of \$2,000,000. The agreement provides that any borrowings are due on demand, with interest due monthly at the lender's base rate (3.25% at June 30, 2021). The Organization had no outstanding balance at June 30, 2021 and 2020. The line of credit is due for renewal on February 28, 2023.

**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, 2021 and 2020

5. Long-Term Debt

Long-term debt consisted of the following:

	<u>2021</u>	<u>2020</u>
New Hampshire Health and Education Facilities Authority note payable, due in monthly installments of \$3,419 including interest at 1.00%, through June 2023; collateralized by a first position lien on land and buildings.	\$ 81,259	\$ 121,254
Mortgage note payable in second position, collateralized by a second lien position on land and buildings. Management repaid the loan in August 2020.	-	9,247
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	16,922	44,912
Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	<u>52,597</u>	<u>72,791</u>
	150,778	248,204
Less current portion	<u>(78,466)</u>	<u>(97,428)</u>
Long-term debt, net of current portion	<u>\$ 72,312</u>	<u>\$ 150,776</u>

Long-term debt maturities are as follows:

2022	\$ 78,466
2023	63,005
2024	9,307

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, 2021 and 2020.

6. Net Assets With Donor Restrictions

Net assets subject to use restrictions are as follows:

	<u>2021</u>	<u>2020</u>
Family support program	\$ 260,514	\$ 358,981
Other	<u>67,395</u>	<u>105,206</u>
	<u>\$ 327,909</u>	<u>\$ 464,187</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, 2021 and 2020

7. Concentration of Credit Risk

For the years ended June 30, 2021 and 2020, approximately 84% of revenue and support of the Organization was derived from contracts with the State of New Hampshire's Medicaid program. As of June 30, 2021 and 2020, accounts receivable due from the State of New Hampshire's Medicaid Program was approximately 66% and 50%, respectively.

8. Affiliate

The Organization has an affiliation agreement with The PLUS Company, Inc. (PLUS) which provides for the sharing of certain administrative functions. For the years ended June 30, 2021 and 2020, approximately 66% and 67%, respectively, of the revenue and support generated by PLUS was subcontracted from Gateways, making PLUS financially dependent on Gateways.

U.S. GAAP requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2021 and 2020, common control did not exist. However, due to the significant concentration of revenues generated by Gateways, economic dependence exists. As such consolidation in 2021 and 2020 is allowed but not required. The Organization's general purpose combined financial statements, which are presented separately from these financial statements, include the accounts of PLUS because it was deemed to provide a meaningful presentation.

The following is summarized financial data of PLUS:

	<u>2021</u>	<u>2020</u>
Total assets	\$ <u>7,567,677</u>	\$ <u>6,160,175</u>
Total liabilities	\$ <u>3,661,539</u>	\$ 3,578,517
Total net assets	<u>3,906,138</u>	<u>2,581,658</u>
Total liabilities and net assets	\$ <u>7,567,677</u>	\$ <u>6,160,175</u>
Total revenue and support	\$13,513,193	\$13,604,872
Total operating expenses	<u>12,188,713</u>	<u>12,850,532</u>
Change in net assets	\$ <u>1,324,480</u>	\$ <u>754,340</u>
Due to PLUS included in accounts payable	\$ <u>244,902</u>	\$ <u>928,252</u>
PLUS services support included in subcontractor expense	\$ <u>8,984,843</u>	\$ <u>9,135,372</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
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Notes to the Consolidated Financial Statements

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9. Retirement Plans

The Organization maintains a qualified 403(b) retirement plan (the Plan) which covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. Additionally, the plan allows for additional discretionary contributions to be made to the Plan. The total matching and discretionary contributions charged to operations for the Plan were \$238,552 and \$109,778 for the years ended June 30, 2021 and 2020, respectively. During the year ended June 30, 2021, the Organization made an additional discretionary contribution to the Plan in the amount of \$126,079. No such additional discretionary contribution was made to the Plan during the year ended June 30, 2020.

The Organization has a top hat deferred compensation plan established under section 457 of the Code. The plan permits certain management and highly compensated employees to defer portions of their compensation based on Internal Revenue Service guidelines. The Organization has cumulatively recorded \$1,256,918 and \$971,232 at June 30, 2021 and 2020, respectively, related to this plan. The related investments are segregated in a separate account and reported in the consolidated statements of financial position along with the Organization's related liability to the employees.

10. Funds Held by Others

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling its mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total fair value of the designated fund was approximately \$689,000 at June 30, 2021 and \$513,000 at June 30, 2020.

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 2021 and 2020.

The Organization is also a beneficiary of an agency fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2021 and 2020, the estimated value of the future distributions from the agency fund in the amount of \$51,991 and \$38,796, respectively, is included in the consolidated statements of financial position as beneficial interest in an agency fund.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
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Notes to the Consolidated Financial Statements

June 30, 2021 and 2020

11. Fair Value Measurements

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 market values of the Organization's measured on a recurring basis using Level 1 inputs as follows:

	<u>2021</u>	<u>2020</u>
Investments - deferred compensation		
Mutual funds	<u>\$ 1,256,918</u>	<u>\$ 971,232</u>

The fair value of the Organization's beneficial interest in an agency fund is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held in the agency fund 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. Changes in fair value of the Organization's beneficial interest in the agency fund consisted of appreciation of \$13,195 and depreciation of \$329 for the years ended June 30, 2021 and 2020, respectively.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
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Notes to the Consolidated Financial Statements

June 30, 2021 and 2020

12. Contingencies

Self-Insurance Program

The Organization self-insures a portion of its employee health benefits. Stop loss insurance is in effect which limits the Organization's exposure to loss on an individual basis of \$50,000 and an annual aggregate basis of \$1,000,000. In 2021 and 2020, total claims for health benefits were \$1,082,519 and \$1,362,726, respectively. As of June 30, 2021 and 2020 the Organization accrued a liability for claims that have been incurred, but not yet reported of \$126,079 and \$257,751, respectively.

13. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.

During 2020, the Organization obtained \$2,554,730 under the CARES Act PPP funding. The PPP has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that is not forgiven is to be repaid within 5 years at a 1% interest rate. As of June 30, 2021, the Organization has yet to receive notification from the Small Business Administration as to whether the PPP funding has been forgiven. The Organization received notification of full forgiveness in fiscal 2022.

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The CARES Act also established the PRF to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services. The Organization received PRF in the amount of \$1,409,616 during the year ended June 30, 2021. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. Management believes the Organization has met the conditions necessary to recognize a portion of the PRF funds which are presented separately in the consolidated statements of activities in the amount of \$897,731. The remaining PRF of \$511,885 is included in deferred revenue in the consolidated statement of financial position. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

During 2021 and 2020, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately \$1,535,200 and \$1,252,200, respectively, to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are presented separately in the consolidated statements of activities.



GATEWAYS COMMUNITY SERVICES - BOARD OF DIRECTORS LIST	
EXECUTIVE COMMITTEE	
Mark Thornton* (2007) – Chair (2019)	Joe Gamache* (2009) – Vice-Chair (2019)
Jim Moran* (2017) – Treasurer (2019)	Helen Honorow, Esq. (2009) – Secretary (2019)
DIRECTORS	
Leah Brokhoff (2014)	Edgar R. Carter (2008)
Bob Corcoran* (2015)	Bonnie Dunham* (2019)
Kelly Ehrhart* (2022)	Peggy Gilmour (2011)
Lucille Jordan (2019)	Jim McKenna (2007)
Rich Pietravalle* (1997)	Lauren Primmer* (2014)
Lou Primmer* (2015)	Lisa Scheib, MD (2015)
Jessica Wojcik (2019)	Amy Wheeler Teas* (2019)

SANDRA B. PELLETIER

Gateways Community Services [REDACTED]

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 and 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	2012
By the Center on Human Policy, Syracuse University	
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
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Oversees a \$55 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to over 4000 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State’s general funds, Federal Medicaid billings, Insurance dollars, and Development dollars

Board Memberships

SHARE Outreach	2015 – Present
Rotary of Nashua West	2002 – Present
The PLUS Company, Nashua, NH	1996 – Present
CSNI, Concord, NH (founding Board Chair)	1995 – Present
New Futures	2015 – 2018
Regional Special Education Consortium, Amherst, NH	1992 – 2015
Endowment for Health Foundation – President of the Board	2012 – 2014

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.

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

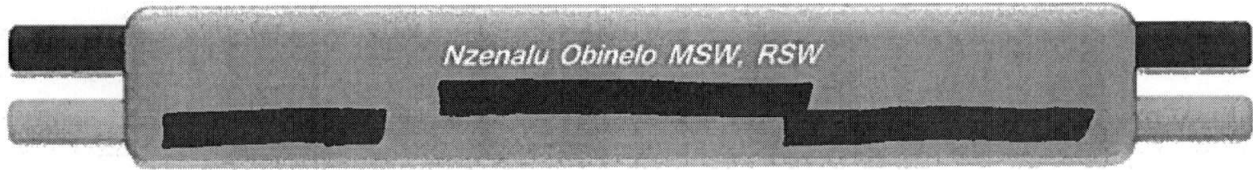
Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

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



PROFESSIONAL PROFILE

Senior Level Director with extensive experience in cross functional team management, strategic planning, multi-sectoral partnership building and change management. Solid analytical skills and problem solving capacity. Excellent interpersonal and communication skills. Dynamic, team oriented community leader and builder.

AREAS OF EXPERTISE

- Communication & Interpersonal Skills
- Management & Delegation
- Training & Development
- Healthcare & Operational Management
- Strategic & Care Planning
- Inter-Professional Practice
- Recruitment & Selection
- Leadership & Collaboration
- Legislative Review & Compliance
- Teaching & Education
- Budgets & Fund Raising

WORK EXPERIENCE

VICE PRESIDENT OF CHILDREN AND FAMILY SERVICES

1999 – PRESENT

Gateways Community Services – Nashua, New Hampshire

Senior Director to multiple programs, which provide services to children and adults who are intellectually disabled and/or have mental health diagnosis: Administer strategic goals throughout these programs and report directly to agency's Chief Executive Officer. Responsibility also includes assignment to Board Committees and Board responsibilities as necessary. Provide leadership to management team of direct reports.

Experience in leading and supporting various program teams and community partnerships, which provide local trainings, consultations and crises planning to assure that services are available to dually diagnosed individuals, their families and staff. Providing leadership to staff who maintain a goal of supporting individuals to live in their community regardless of the level of personal challenge, and regardless of the depth of needs.

Responsibilities include oversight of the following departments:

- Family Support
- Autism Resource Centre
- Mental Health
- Intake Services
- Early Supports And Services
- Partners In Health

INTENSIVE CASE MANAGER

1997 – 1999

New Alternatives Inc., San Diego California

Coordinated "treatment teams" for youth at risk and their families in the Community-based, Intensive Treatment of Youth (C.I.T.Y.) Program. Conducted strength based assessments with children and their families.

SOCIAL WORKER

1991 – 1997

The Hospital for Sick Children, Toronto, Ontario

Member of multi-disciplinary team in the hematology/oncology program. Provided family and individual therapy to diverse population of pediatric patients and families in need of crisis management support, adjustment counseling and psychotherapy. Helped patients cope with the long term effects of chronic and terminal illnesses. Completed clinical reports involving psycho-social assessments.

FIELD INSTRUCTOR

1994 – 1997

University of Toronto, Toronto, Ontario

Supervised and evaluated students completing Master of Social Work degrees. Provided instruction for conducting psycho-social assessments, individual and group therapy models, communicative skills and report writing.

EDUCATION & PROFESSIONAL TRAINING

LEADERSHIP NEW HAMPSHIRE

2013 – 2014

Graduate

Leadership New Hampshire is one of 14 initiatives proposed in the Governor's Commission on New Hampshire in the 21st Century to identify emerging leaders for key roles in state-wide issues and developing a network of informed leaders.

- Identified to take on leadership role on state-wide issues; and develop a network for effective leadership.
- Interacted and liaised with top state officials, judges, educators, students, corporate leaders and others who receive, deliver or make decisions and policy that affect services across the state.

ONTARIO COLLEGE OF CERTIFIED, REGISTERED SOCIAL WORKERS

1993 – PRESENT

Registered Social Worker (RSW)

Professional designation associated with the practice of social work.

UNIVERSITY OF WINDSOR, WINDSOR, ONTARIO, CANADA

1985 - 1990

Master of Social Work - School of Social Work (1990)

Courses focused on community organization and administration of social service organizations. Thesis involved evaluation of the effectiveness of volunteer sector service delivery mechanisms with respect to home care and hospice.

Bachelor of Social Work - School of Social Work (1989)

Program involved courses in sociology, psychology, social work and the law.

FUNDRAISING & VOLUNTEER WORK

- Thank You Project, Nashua, New Hampshire
- Nashua High School South, Nashua, New Hampshire
- Avon Walk for Breast Cancer, Boston, Massachusetts
- Susan G. Komen 3 Day, Boston, Massachusetts
- Immaculate Conception Parish, Nashua, New Hampshire
- Mayor's Task Force on Youth – City Hall, Nashua, New Hampshire
- Networks – Department of Child, Youth and Families, Nashua, New Hampshire
- Camp Jumoke, Toronto, Ontario
- Camp Oochigeas, Toronto, Ontario

References Available Upon Request

7-17 invite to talk
7-20 @ 9 AM

LaTonya Muccioli

To obtain a career helping others, in which I can gain lifelong knowledge and experience.

Authorized to work in the US for any employer

Work Experience

Memory Care Director

Brightview Senior Living

September 2019 to Present

- Creating plans of care for individuals with Dementia via multiple database systems
- Overseeing programming for residents with Dementia
- Managing 20-30 resident assistants
- Scheduling staff
- Completing annual performance reviews
- Hiring and on-boarding staff
- Terminating/completing disciplinary action as necessary
- Facilitating family support groups monthly
- Overseeing training compliance for staff
- Managing a monthly budget and processing invoices

Assisted Living Manager

November 2017 to September 2019

- * Managing 20-30 resident assistants
- * Hiring/firing staff
- * Completing annual performance reviews
- * Scheduling staff
- * Handling resident/family complaints and concerns
- * Creating and updating a plan of care for each resident
- * Maintaining resident documentation and inputting information into multiple database systems

CFI Case Manager

Gateways Community Services

March 2015 to November 2017

assisting elderly, disabled, chronically ill, and mentally ill people access their New Hampshire Medicaid Benefits

- * Experience with a variety of mental illnesses (Borderline Personality Disorder, Schizophrenia, Anxiety, Depression, Substance Abuse Disorders, and Bipolar Disorder)
- * Working with vendors and service providers to coordinate and maintain services for clients
- * Working with computer programs (Microsoft) and programs associated with Gateways & BEAS
- * Maintaining privacy and confidentiality while communicating with clients, family, and medical professionals

- * Problem solving day to day issues to better serve my clients
- * Working with high-risk individuals to develop plans of care

The Huntington at Nashua
November 2008 to March 2015

November 2008 - March 2015

- * Working with elderly residents with Dementia & Alzheimer's Disease
- * Working with the families of these residents to develop a plan of care
- * Managing dining staff and food services (15-20 people at a time)
- * Working with Microsoft computer programs
- * Assisting in coordinating and preparing events and functions

Education

Masters of Psychology In Psychology

Southern New Hampshire University
March 2015 to November 2017

Bachelor of Psychology In Business

University of Massachusetts Lowell - Lowell, MA
January 2011 to December 2014

General Education

Rhode Island University
August 2010 to December 2010

Skills

- CLIENTS (2 years)
- DATA ENTRY (Less than 1 year)
- DATABASES (Less than 1 year)
- HIPPA (Less than 1 year)
- MENTAL HEALTH (Less than 1 year)

Additional Information

Skills

- * **Patience:** I have worked with elderly, chronically ill, and mentally ill high-needs individuals in stressful situations.
- * **Punctuality:** I have received perfect attendance in school and at my previous job. I am always early for my commitments.
- * **Communication skills:** My education in the field of psychology has helped me learn to communicate effectively.
- * **Discreetness:** I handle confidential information daily, and I am familiar with HIPPA.
- * **Professionalism:** I remain calm and courteous when dealing with crisis situations and anxious clients.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Sandra Pelletier	Chief Executive Officer/President	\$0
Tim Leach	Chief Financial Officer	\$0
Nzenalu Obinelo	Vice President of Individual and Family Services	\$0
LaTonya Muccioli	GCS Adult Day Center Program Manage	\$52,000



Lori A. Shibliette
Commissioner

Deborah D. Schetz
Director

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

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

June 17, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to add \$199,980 of COVID-19 funding to the contracts listed in the table below for the Older Americans Act nutrition programs for the provision of adult day program services, to increase the total price limitation from \$1,308,960 to \$1,508,940, effective upon Governor approval. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Contract Amount***	Informational Item - Increase (Decrease)	Total Contract Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$358,640.00	\$54,480.00	\$411,120
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$140,760.00	\$21,480.00	\$162,240
VNA at HCS, Inc.	177274	Keene, NH	\$237,720.00	\$38,360.00	\$274,080
Memorial Elder Health Services	TBD	No. Conway, NH	\$74,400.00	\$11,340.00	\$85,740
Nashua Adult Day Health, LLC	TBD	Nashua	\$499,440.00	\$76,320.00	\$575,760
		Total:	\$1,308,960.00	\$199,980.00	\$1,508,940

***Note: The Department has submitted a G&C request for the 6/24/20 agenda to approve new contracts with the Contractors listed in this table.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

See attached fiscal details.

EXPLANATION

The Governor approved the addition of \$199,980 to the contracts listed in the table above to provide emergency federal COVID-19 funding to the Contractors to better support older, isolated, and frail adults, and adults 18-59 years of age with physical disabilities and/or chronic illnesses, who have become increasingly isolated during the COVID-19 pandemic.

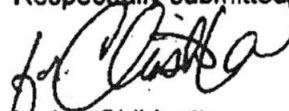
The Contractors will provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services will be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive, and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department will monitor contracted services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

Areas served: Statewide.

Respectfully submitted,



Lori A. Shibanette
Commissioner

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

Lori A. Shibillette
Commissioner

Deborah D. Scheetz
Director

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

June 15, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed \$1,308,960 for adult day program services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 56.65% Federal Funds. 43.35% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Easter Seals New Hampshire, Inc.	177204	Manchester, NH and Rochester, NH	\$356,640.00
Area Agency of Greater Nashua, Inc.	155784	Nashua, NH	\$140,760.00
VNA at HCS, Inc.	177274	Keene, NH	\$237,720.00
Memorial Elder Health Services	TBD	No. Conway, NH	\$74,400.00
Nashua Adult Day Health, LLC	TBD	Nashua	\$499,440.00
		Total:	\$1,308,960.00

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide adult day program services pursuant to the Older Americans Act, Title III Services and the Social Services Block Grant Programs, Title XX. The Contractors will provide adult day program services for individuals who reside in independent living settings and who meet the eligibility criteria.

Approximately 300 individuals will be served from July 1, 2020, to June 30, 2022.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

The Contractors will provide adult day services that are licensed by the Department's Bureau of Health Facilities to eligible adults 18-59 years of age with physical disabilities and/or chronic illnesses, and frail adults sixty (60) years of age and older. The services will be provided at community-based sites during the day and will assist individuals with continuing to reside in their communities and homes. Services include supervision; assistance with daily activities; nursing care; rehabilitation services; meals; and recreational, social, cognitive and physical stimulation. Services also include monitoring of the individual's condition, referrals, and connections to other services and resources, as appropriate. In addition, these adult day services provide respite and support to caregiving families in order to maintain the care of the individual in the community.

The Department will monitor contracted services using the following performance measures:

- The number of applications and service requests received and processed.
- The number and percent of applicants found eligible for each service.
- The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
- The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/20/2020 through 4/9/2020. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

The Department requested that the Governor approve the addition of \$199,980 to the contracts listed in the table in the Requested Action Section to provide emergency federal COVID-19 funding to the Contractors to better support older, isolated, and frail adults, and adults 18-59 years of age with physical disabilities and/or chronic illnesses, who have become increasingly isolated during the COVID-19 pandemic. See the corresponding informational item on the 6/24/20 G&C agenda.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, individuals in need of adult day care services may not be served, and the lack of these services may jeopardize family caregivers' ability to continue to support these individuals at home.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Areas served: Statewide.

Source of Funds: 62.40% Federal Funds (CFDA # #93.044, FAIN #2001NHOASS-01, CFDA #93.667, FAIN #2001NHSOSR, and CFDA #93.044, FAIN #2001NHSSC3-00), and 37.60% General Funds

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

Respectfully submitted,



Ann H. Landry

Associate Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 50% FEDERAL, 50% GENERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$83,760.00
540-500382	SS Contracts	2022	\$83,760.00
		Subtotal	\$167,520.00

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$12,480.00
540-500382	SS Contracts	2022	\$12,480.00
		Subtotal	\$24,960.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$39,840.00
540-500382	SS Contracts	2022	\$39,840.00
		Subtotal	\$79,680.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$23,640.00
540-500382	SS Contracts	2022	\$23,640.00
		Subtotal	\$47,280.00

Easter Seals New Hampshire, Inc -Manchester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$38,280.00
540-500382	SS Contracts	2022	\$38,280.00
			\$76,560.00

Fiscal Details

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$21,540.00
540-500382	SS Contracts	2022	\$21,540.00
			\$43,080.00

05-95-48-481010-7872; Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
540-500382	SS Contracts	2021	\$219,540.00
540-500382	SS Contracts	2022	\$219,540.00
		<i>Subtotal</i>	\$439,080.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Federal Funds; 40% General Funds)

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$165,960.00
566-500918	Contracts for Prog Svcs	2022	\$165,960.00
		<i>Subtotal</i>	\$331,920.00

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$24,720.00
566-500918	Contracts for Prog Svcs	2022	\$24,720.00
		<i>Subtotal</i>	\$49,440.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$79,020.00
566-500918	Contracts for Prog Svcs	2022	\$79,020.00
		<i>Subtotal</i>	\$158,040.00

Fiscal Details

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$46,740.00
566-500918	Contracts for Prog Svcs	2022	\$46,740.00
		Subtotal	\$93,480.00

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$75,840.00
566-500918	Contracts for Prog Svcs	2022	\$75,840.00
		Subtotal	\$151,680.00

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$42,660.00
566-500918	Contracts for Prog Svcs	2022	\$42,660.00
		Subtotal	\$85,320.00

05-95-48-481010-9255 Summary for All Vendors			
Class/Account	Class Title	SFY	Modified Budget
566-500918	Contracts for Prog Svcs	2021	\$434,940.00
566-500918	Contracts for Prog Svcs	2022	\$434,940.00
		Subtotal	\$869,880.00

05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, CARES ACT TITLE III GRANTS, 100% FEDERAL

Nashua Adult Day Health, LLC

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$76,320.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$76,320.00

Fiscal Details

Memorial Elder Health Services

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$11,340.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$11,340.00

VNA at HCS, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$36,360.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$36,360.00

Area Agency of Greater Nashua, Inc.

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$21,480.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$21,480.00

Easter Seals New Hampshire, Inc - Manchester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$34,860.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$34,860.00

Easter Seals New Hampshire, Inc - Rochester

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$19,620.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
			\$19,620.00

05:95-48-481010:1917, Summary for All Vendors

Class/Account	Class Title	SFY	Modified Budget
102-500731	Contracts for Prog Svcs	2021	\$199,980.00
102-500731	Contracts for Prog Svcs	2022	\$0.00
		Subtotal	\$199,980.00

Fiscal Details

Summary by Vendor by Year
Nashua Adult Day Health, LLC

		SFY	Modified Budget
		2021	\$326,040.00
		2022	\$249,720.00
		Subtotal	\$575,760.00

Memorial Elder Health Services

		SFY	Modified Budget
		2021	\$48,540.00
		2022	\$37,200.00
		Subtotal	\$85,740.00

VNA at HCS, Inc.

		SFY	Modified Budget
		2021	\$155,220.00
		2022	\$118,860.00
		Subtotal	\$274,080.00

Area Agency of Greater Nashua, Inc.

		SFY	Modified Budget
		2021	\$91,860.00
		2022	\$70,380.00
		Subtotal	\$162,240.00

Easter Seals New Hampshire, Inc - Manchester

		SFY	Modified Budget
		2021	\$148,980.00
		2022	\$114,120.00
		Subtotal	\$263,100.00

Easter Seals New Hampshire, Inc - Rochester

		SFY	Modified Budget
		2021	\$83,820.00
		2022	\$64,200.00
		Subtotal	\$148,020.00

Grand Total SFY21	2021	\$854,460.00
Grand Total SFY22	2022	\$654,480.00
Total Contract		\$1,508,940.00



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

Adult Day Care Services

RFA-2021-DLTSS-02-ADULT

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. EASTER SEALS NEW HAMPSHIRE, INC.
2. Gateways Community Services
3. HOME HEALTHCARE, HOSPICE AND
COMMUNITY SERVICES, INC.
4. Memorial Elder Health Services
5. NASHUA ADULT DAY HEALTH, LLC

Pass	Fail
Pass	
Pass	
Pass	
Pass	
Pass	

1. Thom O'Connor, Administrator I
2. Jean Couch, Supervisor VII
3. Tracey Tarr, Administrator II

Subject: Adult Day Program Services (RFA-2021-DLTSS-02-ADULT-02) _____

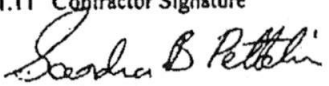
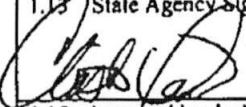
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire 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.		1.4 Contractor Address 144 Canal Street Nashua, NH 03064	
1.5 Contractor Phone Number (603) 459-2701	1.6 Account Number 05-95-48-481010-7872-540-500382; 05-95-48-481010-9255-566500918; 05-95-48-481010-1917-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$162,240
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/8/2020		1.12 Name and Title of Contractor Signatory Sandra B. Petteh CEO/President	
1.13 State Agency Signature  Date: 6/8/2020		1.14 Name and Title of State Agency Signatory Christine Tappan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/10/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials *BBP*
Date *6/18/2020*

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) of years additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

ABP

6/8/2020

**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services under this Agreement for individuals who are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, or who are not eligible for other New Hampshire Medicaid services, or who are not receiving the same or similar services through the Veterans' Administration.
- 1.2. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from (8:00 am to 5:00 pm), excluding state and federal holidays.
- 1.4. The Contractor shall provide Adult Day Program Services in Nashua, New Hampshire.
- 1.5. The Contractor shall be licensed as an adult day program in accordance with RSA 151:2 I (f) and as governed by New Hampshire Code of Administrative Rules Part He-P 818, Adult Day Programs.
- 1.6. The Contractor shall provide services in accordance with New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB Supportive Services, governing Adult Day Program Services.
- 1.7. The Contractor shall provide services and administration of the program in accordance with the applicable federal and state laws, NH Administrative Rules He-E 501 and He-E 502, policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.8. The Contractor shall provide services in a supervised setting for fewer than twelve (12) hours a day to individuals 18 years of age and older, based on an individual's needs, which may include, but are not limited to:
 - 1.8.1. Assistance with activities of daily living.
 - 1.8.2. Nursing care and rehabilitation services.
 - 1.8.3. Recreational, social, cognitive and physical stimulation activities.
 - 1.8.4. Monitoring of the individual's condition
 - 1.8.5. Counseling, as appropriate, on nutrition, hygiene or other related matters.
 - 1.8.6. Referrals to other services and resources as necessary.
 - 1.8.7. Assistance and support to caregiving families

SPB
6/11/2020

**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT B

- 1.9. The State reserves the right to require services to be concurrently provided in facilities and in an alternative setting. The Contractor may:
 - 1.9.1. Provide adult day program services in an alternative setting approved by the Department, during a declaration of emergency or disaster issued by the Governor. The Contractor shall:
 - 1.9.1.1. Comply with all laws, rules, and guidance in accordance with the State of New Hampshire and the federal Older American Act Services.
 - 1.9.1.2. Comply with guidelines from the Centers for Disease Control and Prevention (CDC) and the Department, as directed by the Department during emergencies.
 - 1.9.1.3. Obtain Department consent for modifications due to suspended in-facility services.
 - 1.9.1.4. Provide services in accordance with guidance from the Department that include, but are not limited to:
 - 1.9.1.4.1. Continuation of certain services, telephonically or via video chat, to individuals currently receiving services.
 - 1.9.1.4.2. Completion of the Daily Care Connection form issued by the Department for each remote contact with a participant.
- 1.10. The Contractor shall provide services to individuals referred by:
 - 1.10.1. The Adult Protection Program.
 - 1.10.2. Direct application to the Contractor for services.
 - 1.10.3. NH ServiceLink Resource Centers and other community agencies.
 - 1.10.4. Self-referral.
- 1.11. The Contractor shall conduct an expedited intake for individuals referred by the Adult Protection Program in accordance with the NH Administrative Rules He-E 501 and 502, which include, but are not limited to:
 - 1.11.1. Waiving application, determination and redetermination requirements.
 - 1.11.2. Utilizing information provided by Adult Protective Program staff to provide appropriate services.
 - 1.11.3. Reporting suspected abuse, neglect, self-neglect and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
 - 1.11.4. Making a good-faith effort to ensure the provision of services.

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6/18/2020

**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT B

- 1.11.5. Informing the referring Adult Protective Program staff of any changes to the referred individual's situation, or other concerns.
- 1.12. The Contractor shall determine eligibility for services, and complete an intake and an application for services for individuals who apply directly to the Contractor, in accordance with NH Administrative Rules He-E 501 and 502.
- 1.13. The Contractor shall provide written notice of eligibility to each individual who applies to the Contractor for services no later than forty-five (45) days from the date eligibility is determined, which includes, but is not limited to:
 - 1.13.1. Services to be provided including frequency; and
 - 1.13.2. Beginning and end dates for the period of eligibility; or
 - 1.13.3. If the individual is determined to not be eligible for service(s), the notice shall include, but is not limited to:
 - 1.13.3.1. The reason(s) for the denial;
 - 1.13.3.2. A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision; and
 - 1.13.3.3. Contact information for requesting an administrative hearing, as described in New Hampshire Administrative Rule He-E 501.11.
- 1.14. The Contractors shall use the Department's Form 3000 application when determining eligibility pursuant to NH Administrative Rule He-E 501 (Title XX).
- 1.15. The Contractor shall submit its policies and procedures for client eligibility determination and redetermination to the Department for review and approval, within 30 days of the start of each State Fiscal Year. The Contractor shall:
 - 1.15.1. Terminate services when:
 - 1.15.1.1. The individual or his or her authorized representative requests that the services be terminated.
 - 1.15.1.2. The individual no longer meets the eligibility requirements for services.
 - 1.15.1.3. Funding by the State for the service(s) is no longer available.
 - 1.15.1.4. The individual did not reapply for services as required by program rules.
 - 1.15.1.5. The individual is admitted to a nursing home or residential care facility.
 - 1.15.2. Request a service authorization from the Department for each individual determined eligible for services.

**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT B

1.15.3. Submit a completed Form 3502 "Contract Service Authorization-New Authorization," in accordance with NH Administrative rule He-E 501.15, for each client determined eligible for services. The completed Form 3502 may include more than one services and shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

1.15.4. Assess each individual's needs and develop a written service plan; maintain written progress notes; and monitor and adjust the service plans to meet the individual's needs, in accordance with NH Administrative Rules He-E 501 and He-E 502.

1.15.5. Incorporate the following Guiding Principles for Person-Centered Planning Philosophy into agency functions, policies, and staff-client interactions when providing services::

1.15.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

1.15.5.2. Individual's wishes, values, and beliefs are considered and respected.

1.15.5.3. Individual is listened to; needs and concerns are addressed.

1.15.5.4. Individual receives the information he/she needs to make informed decisions.

1.15.5.5. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

1.15.5.6. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

1.15.5.7. The system is committed to excellence and quality improvement.

1.15.5.8. Individual rights are affirmed and protected.

1.15.5.9. Individuals are protected from exploitation, abuse, and neglect.

1.15.5.10. The service system is accessible, responsive, and accountable to the individual.

**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT B

- 1.15.6. Maintain a level of staffing necessary to perform and provide the functions, requirements, roles, and duties in a timely fashion for the number of clients identified in this Agreement.
- 1.15.7. Develop and submit its written Staffing Contingency Plan to the Department within 30 days of contract approval date, which includes, but is not limited to:
 - 1.15.7.1. The process for replacing personnel in the event of loss of personnel during contract period.
 - 1.15.7.2. A description of how additional staff resources will be allocated to support contract services in the event of inability to meet any performance standard.
 - 1.15.7.3. A description of time frames necessary for obtaining staff replacements.
 - 1.15.7.4. An explanation of capabilities to provide, in a timely manner, staff replacements and/or additions with comparable experience.
 - 1.15.7.5. A description of the method for training new staff members performing contract services.
- 1.15.8. Verify each staff member and each volunteer completes appropriate orientation and training; has the required education; and has the appropriate experience to fulfill the responsibilities of their respective position. The Contractor shall maintain all relevant documents, including, but not limited to:
 - 1.15.8.1. Current personnel records.
 - 1.15.8.2. Training records.
 - 1.15.8.3. Licenses.
 - 1.15.8.4. Certifications.
- 1.16. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints relative to services, processes, procedures, and staff. The Contractor shall provide a written record of all complaints to the Department, upon request, ensuring the information includes, but is not limited to:
 - 1.16.1. Individual's name.
 - 1.16.2. Type of service.
 - 1.16.3. Date of complaint.
 - 1.16.4. A description of the complaint.
 - 1.16.5. Resolution to the complaint.
 - 1.16.6. Notice of right to appeal.

**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT B

- 1.17. The Contractor shall complete a criminal background check for each staff member or volunteer who interacts with or provides hands-on care to individuals in compliance with the requirements of NH Administrative Rule He-P 818, Adult Day Programs.
- 1.18. The Contractor shall not commence delivery of services prior to the receipt by the Department of documentation required in Subsection 1.17, above.
- 1.19. The Contractor shall develop a survey, to be approved by the Department, and conduct a survey of individuals receiving services, via telephone, mail, e-mail, or face-to-face.
- 1.20. The Contractor shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 1.21. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services, in accordance with NH Administrative Rule He-E 501.10, in the event that:
 - 1.21.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
 - 1.21.2. The Contractor terminates a service or services for any reason; or
 - 1.21.3. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports on the provision of Adult Day Care services to the Department, on a pre-defined electronic form supplied by the Department. The Contractor shall:
 - 3.1.1. Submit reports to the Department no later than the 15th day of the month following the end of each quarter.
 - 3.1.2. Ensure each report includes, but is not limited to:

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**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT B

- 3.1.2.1. Total expenses.
- 3.1.2.2. Revenue.
- 3.1.2.3. Actual Units served, sorted by funding source.
- 3.1.2.4. Number of unduplicated clients served, sorted by funding source.
- 3.1.2.5. Number of Title III and Title XX clients served with funds not provided by the Department.
- 3.1.2.6. Unmet need/waiting list.
- 3.1.2.7. Length of time clients are on a waiting list.
- 3.1.2.8. A narrative description of activities during the previous quarter, which shall include, but is not limited to:
 - 3.1.2.8.1. Quality improvement activities initiated in response to each complaint.
 - 3.1.2.8.2. An explanation for each instance in which an individual did not receive planned services.
- 3.2. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the Adult Protection law.
- 3.3. The Contractor shall provide written notice of the inability to meet any contract service obligations, including but not limited to reducing hours of operations; changing services area; or closing and/or opening a site at least ninety (90) days prior to the event. The Contractor shall:
 - 3.3.1. Mail written notices to:
 - Bureau Director
 - Bureau of Elderly and Adult Services
 - 105 Pleasant Street
 - Concord, NH 03301
 - 3.3.2. Ensure written notifications include:
 - 3.3.2.1. Reason(s) for the inability to deliver services;
 - 3.3.2.2. How service recipients and the community will be impacted;
 - 3.3.2.3. How service recipients and the community will be notified; and
 - 3.3.2.4. A plan to transition clients into other services or refer the clients to other agencies.

4. Performance Measures

Area Agency of Greater Nashua, Inc.

Exhibit B

Contractor Initials

Date

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4.1. The Department will monitor Contractor performance by evaluating the following performance measures:

4.1.1. Eligibility

4.1.1.1. The number of applications and service requests and

4.1.1.2. The number and percent of applicants found eligible for each service.

4.1.1.3. The number and percent of applicants found ineligible for each service.

4.1.1.4. The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.

4.1.1.5. The number and percent of individuals who have experienced a safety-related incident or accident, which occurs during times of face-to-face contact.

4.1.1.6. The number and percent of individuals for whom a report to Adult Protective Services was made.

4.1.2. Service Delivery

4.1.2.1. The number of open cases at the end of each reporting period, and

4.1.2.2. The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

4.1.2.3. The number and percent of individuals completing the survey

4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

**New Hampshire Department of Health and Human Services
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EXHIBIT B

and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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

**New Hampshire Department of Health and Human Services
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EXHIBIT B

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.

5.5: Eligibility Determinations

- 5.5.1. 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.
- 5.5.2. 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.
- 5.5.3. 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.
- 5.5.4. 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.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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

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EXHIBIT B

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.

- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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. 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.

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New Hampshire Department of Health and Human Services
Adult Day Program Services



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 62.38% Federal Funds by the:
 - 1.1.1. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Administration on Aging Services Grants (CFDA:#93.044), FAIN #2001NHOASS-01, as awarded on September 1, 2019. 14.57% Federal funds
 - 1.1.2. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, Social Services Block Grant (CFDA:#93.667), FAIN #2001NHSOSR, as awarded on September 1, 2019. 34.57% Federal Funds
 - 1.1.3. United States Department of Health and Human Services, Elderly and Adult Services, Grants to Locals, CARES Act Title III Grants (CFDA:#93.044), FAIN #2001NHSSC3-00, as awarded on April 20, 2020. 13.24% Federal funds
 - 1.2. 37.62% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a (Subrecipient or Contractor), in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment in accordance with the rates and units specified in Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.beasinvoices@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. 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

[Handwritten Signature]
6/18/2020

**New Hampshire Department of Health and Human Services
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EXHIBIT C

sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200,

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**New Hampshire Department of Health and Human Services
Adult Day Program Services**



EXHIBIT C

Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. 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.

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Exhibit C-1 Rate Sheet

Area Agency of Greater Nashua, Inc.

7/1/2020 through 06/30/2021 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	779	\$60.00	\$ 46,740.00
Title IIIB AGDC	Per Day/Per Person	394	\$60.00	\$ 23,640.00
Title IIIB AGDC COVID	Per Day/Per Person	358	\$60.00	\$ 21,480.00

7/1/2021 through 06/30/2022 Service Units				
Adult In-Home Care	Service Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service Unit	Total Amount of Funding
Title XX AGDC	Per Day/Per Person	779	\$60.00	\$ 46,740.00
Title IIIB AGDC	Per Day/Per Person	394	\$60.00	\$ 23,640.00

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Vendor Name:

6/8/2020
Date

Sandra B. Belletier
Name: Sandra B. Belletier
Title: CEO/President

Vendor Initials SB
Date 6/8/2020



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

6/8/20
Date

Sandra B. Reiter
Name: Sandra B. Reiter
Title: CEO/President

Vendor Initials SLP
Date 6/8/20

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

6/8/2020

Date

Sandra B. Pelletier
 Name: Sandra B. Pelletier
 Title: CEO/President

Vendor Initials

SBP

Date 6/8/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials

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

6/27/14
Rev. 10/21/14

Page 1 of 2

Date

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name:

6/8/2020
Date

Sandra B Pelletier
Name: Sandra B. Pelletier
Title: CEO / President

Exhibit G

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

Vendor Initials SBP

Date 6/8/2020

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Vendor Name:

6/8/2020
Date

Sandra B Pelletier
Name: SANDRA B. Pelletier
Title: CEO/President

Vendor Initials SBP
Date 6/8/2020



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials

ABH
Date 6/18/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

Date

6/8/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State

Christie Tappan
Signature of Authorized Representative

Christie Tappan
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6-8-2020
Date

Area Agency of Greater Nashua, Inc.
Name of the Contractor

Sandra B. Pelletier
Signature of Authorized Representative

Sandra B. Pelletier
Name of Authorized Representative

CEO/President
Title of Authorized Representative

6/8/2020
Date



New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

6/8/2020
Date

Sandra B. Pelletier
Name: Sandra B. Pelletier
Title: CEO/President

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 193539343
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO YES

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

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

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

_____ NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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6/8/2020

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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