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MAC

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

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

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

April 30, 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 award contracts with the vendors listed below in an amount not to exceed \$6,443,554.02 to provide Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to improve access to information on the full range of long-term services and supports, with the option to renew for up to two (2) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2022. 56.67% Federal funds, 43.33% General funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,878,961.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$821,625.24
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94

Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60
		Total:	\$6,443,554.02

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 ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services statewide.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Center and New Hampshire Department of Health and Human Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire from July 1, 2020 to June 30, 2022.

The vendors will provide access to long-term services and supports, which are home and community-based services provided to individuals to support their level of independence in the home and community. Such services include outreach and education services, information and referrals, transition support services, specialized care transition counseling, long term supports and services, family caregiver support services and State Health Insurance Program Assistance.

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

- Follow-up to 100% of individuals who meet the standard for required follow-up.
- Provide screening to 100% of individuals under the No Wrong Door process.

- Provide Family Caregiver Support respite services to 100% of individuals who are eligible.
- Ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
- Ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- Ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member serviced in the military?"

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 2/26/2020 through 4/8/2020. The Department received 15 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revision to Standard Contract Provisions 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.

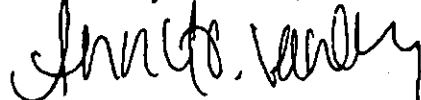
Should the Governor and Council not authorize this request the Department may not be able to comply with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals may not have access to information on community based options and ways to access these options: Lack of access to community-based options for the most vulnerable populations may cause an increase in Medicaid expenditures.

Area served: Statewide

Source of Funds: 56.67% Federal Funds CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, CFDA #93.791, FAIN 1LICMS300148-01-10, and 43.33% 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

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2021	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2022	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
		Subtotal	\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2021	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2022	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
		Subtotal	\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2021	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2021	\$0.00	\$67,000.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2022	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2022	\$0.00	\$67,000.00	\$67,000.00
		Subtotal	\$0.00	\$1,087,866.17	\$1,087,866.17

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2021	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2022	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
		Subtotal	\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2021	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2021	\$0.00	\$40,500.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2022	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2022	\$0.00	\$40,500.00	\$40,500.00
		Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2021	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2021	\$0.00	\$81,000.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2022	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2022	\$0.00	\$81,000.00	\$81,000.00
		Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2021	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2021	\$0.00	\$67,500.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2022	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2022	\$0.00	\$67,500.00	\$67,500.00
		Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2021	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2022	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
		Subtotal	\$0.00	\$376,373.60	\$376,373.60

Total 9565	\$0.00	\$6,043,214.03	\$6,043,214.03
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT.
(100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
		Subtotal	\$0.00	\$50,000.00	\$50,000.00

Total 3317	\$0.00	\$50,000.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$87,585.00	\$87,585.00

Total 8920	\$0.00	\$87,585.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES.
 (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$0.00	\$262,755.00	\$262,755.00

Total 2164	\$0.00	\$262,755.00	\$262,755.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$327,615.82	\$327,615.82
	2022	\$0.00	\$327,615.82	\$327,615.82
	Subtotal	\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$220,377.72	\$220,377.72
	2022	\$0.00	\$220,377.72	\$220,377.72
	Subtotal	\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$543,933.08	\$543,933.08
	2022	\$0.00	\$543,933.08	\$543,933.08
	Subtotal	\$0.00	\$1,087,866.16	\$1,087,866.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$410,812.62	\$410,812.62
	2022	\$0.00	\$410,812.62	\$410,812.62
	Subtotal	\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$322,872.79	\$322,872.79
	2022	\$0.00	\$322,872.79	\$322,872.79
	Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$439,824.97	\$439,824.97
	2022	\$0.00	\$439,824.97	\$439,824.97
	Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$567,983.21	\$567,983.21
	2022	\$0.00	\$567,983.21	\$567,983.21
	Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$188,186.80	\$188,186.80
	2022	\$0.00	\$188,186.80	\$188,186.80
	Subtotal	\$0.00	\$376,373.60	\$376,373.60

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$25,000.00	\$25,000.00
	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal	\$0.00	\$50,000.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$175,170.00	\$175,170.00
	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal	\$0.00	\$350,340.00	\$350,340.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02

ACCOUNTING UNIT SUMMARY

**05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2021	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2021	\$0.00	\$418,000.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2022	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2022	\$0.00	\$418,000.00	\$418,000.00
		Subtotal	\$0.00	\$6,043,214.02	\$6,043,214.02

**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT-
(100% Federal Funds - SHIP Trainer - 3 Sources)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
		Subtotal	\$0.00	\$50,000.00	\$50,000.00

**05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
(50% Federal Funds, 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$87,585.00	\$87,585.00

**05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES,
(50% Federal Funds, 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$0.00	\$175,170.00	\$175,170.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02



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

ServiceLink Aging and Disability
Resource Center Services

RFA-2021-DLTSS-08-SERVI

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. Behavioral Health and Developmental Services, Inc. - Rockingham
2. Behavioral Health and Developmental Services, Inc. - Strafford
3. Behavioral Health and Developmental Services, Inc. - Eligibility Coordinator
4. Community Action Program Belknap-Merrimack, Inc. - Merrimack
5. Easter Seals New Hampshire - Hillsborough
6. Grafton County Senior Citizens Council, Inc. - Grafton
7. Monadnock Collaborative - Grafton
8. Monadnock Collaborative - Hillsborough
9. Monadnock Collaborative - Monadnock
10. Monadnock Collaborative - Sullivan
11. Monadnock Collaborative - Trainer
12. Partnership for Public Health - Belknap
13. Partnership for Public Health - Carroll
14. Partnership for Public Health - Coos
15. Tri-County Community Action Program, Inc. - Coos

Pass/Fail	Maximum Points	Actual Points
	105	99
	105	104
	45	45
	105	96
	105	104
	105	99
	105	81
	105	81
	105	98
	105	98
	45	39
	105	99
	105	100
	105	92
	105	100

1. Thom O'Connor
2. Abigail Conger
3. Jean Crouch
4. Shawn Martin
5. Kerleigh Shroeder

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-01

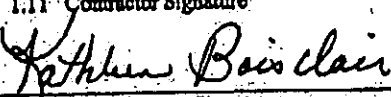


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Behavioral Health and Developmental Services of Strafford County, Inc.		1.4 Contractor Address 113 Crosby Road, Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9300	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$1,878,961.60
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: 4/28/2020		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 State Agency Signature  Date: 5/11/2020		1.14 Name and Title of State Agency Signatory Christine Tapan, 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: 5/8/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials K.B.
 Date 4/28/20

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 of 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 K.B.
Date 4/28/20

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
RFA-2021-DLTSS-08-SERVI-01**

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928

05-95-48-481010-89200000-102-500734

05-95-48-482010-21640000-102-500734



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 upon Governor & Executive Council approval or July 1, 2020, whichever is later ("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) 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.



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Strafford County and Rockingham County.
- 1.5. The Contractor shall provide Medicaid Eligibility Coordinator services statewide.
- 1.6. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.6.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.6.2. Promote awareness of the various options available to people in their community.
 - 1.6.3. Link individuals with needed services
 - 1.6.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.6.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.6.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.6.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.6.8. Provide information regarding community-based long-term supports and services.
 - 1.6.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded



EXHIBIT B

community-based Long Term Support Service (LTSS) options, regardless of point of entry.

- 1.7. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.7.1. Meet the needs of individuals.
 - 1.7.2. Are sustained throughout the geographic area.
 - 1.7.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

- 2.1.1.1.1. Operate as an independent program.
- 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
- 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
- 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

- 2.1.1.2.1. Is an easily accessible area and location.
- 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
- 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
- 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
- 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:

2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.



EXHIBIT B

- 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.



EXHIBIT B

- 2.1.1.4.3.5. Community mental health centers.
- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.



EXHIBIT B

2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.

2.1.2. Outreach and Education Services

2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.

2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.

2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:

2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.

2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.

2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.

2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:

2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.

2.2.1.1.2. All services and resources available to the population of the geographic region.

2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.

2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.



EXHIBIT B

- 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully



EXHIBIT B

facilitate the transition of individuals from acute care settings back to their homes.

- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition,
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.



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- 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
- 2.3. Consumer Program Eligibility and Enrollment
- 2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services
- 2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
- 2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
- 2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.
- 2.3.1.2.2. Providing individuals with financial assessment, as applicable.
- 2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.
- 2.3.1.2.4. Developing processes for accessing public LTSS programs.
- 2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.
- 2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.
- 2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
- 2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.
- 2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.
- 2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
- 2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
- 2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources,



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- and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:
- 2.3.1.3.1. NH Family Caregiver Program
 - 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
 - 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low Income housing sites.
 - 2.3.1.4.4. Senior Centers.
 - 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.



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- 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.



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- 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.



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- 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
- 2.4.3.2.9. Purchasing media in the local area.
- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
 - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
 - 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
 - 2.4.5.1: The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
 - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:



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- 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
- 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.



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- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.
- 2.5. Medicaid Eligibility Coordinator Services
 - 2.5.1. The Contractor shall ensure Medicaid Eligibility Coordinators provide guidance and support to individuals who are potentially eligible for Medicaid-funded Long Term Community-Based Supports and Services (LTCSS). The Contractor shall:
 - 2.5.1.1. Initiate application process in compliance with LTCSS operating procedures.
 - 2.5.1.2. Contact individuals who are potentially eligible for services to:
 - 2.5.1.2.1. Obtain eligibility determination information.
 - 2.5.1.2.2. Coordinate the completion of the financial, medical and functional assessments using a person-centered approach.
 - 2.5.1.3. Communicate directly with individuals, family members, and other supportive people to initiate involvement with community-based agencies and to assist with the Medicaid eligibility process.
 - 2.5.1.4. Conduct weekly monitoring of the New HEIGHTS database to ensure:
 - 2.5.1.4.1. Cases are updated.
 - 2.5.1.4.2. Authorized Representatives for individuals are identified.
 - 2.5.1.4.3. Department notices are being sent to the person(s) indicated.
 - 2.5.1.5. Maintain office hours at No Wrong Door core partner locations on a rotating schedule.
 - 2.5.1.6. Provide consultation, technical and problem-solving assistance to individuals in the completion of Medicaid applications.
 - 2.5.1.7. Coordinate the collection of necessary functional, medical and financial documentation required for eligibility determination.
 - 2.5.1.8. Coordinate the scheduling of medical, financial, or assessment-related appointments for the purpose of eligibility determination.
 - 2.5.1.9. Following up with individuals to provide appointment reminders relative to Paragraph 2.5.1.8, above.
 - 2.5.2. The Contractor shall ensure Medicaid Eligibility Coordinators conduct personal visits and telephone contacts to provide technical assistance to stakeholders that include, but are not limited to:



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- 2.5.2.1. Department staff.
 - 2.5.2.2. Community Mental Health Center staff.
 - 2.5.2.3. Area Agency staff.
 - 2.5.2.4. ServiceLink staff.
 - 2.5.2.5. Other community partners, as appropriate.
 - 2.5.3. The Contractor shall ensure Medicaid Eligibility Coordinators participate in monthly evaluation meetings to comment and share observations regarding the No Wrong Door System and its partners, and to identify global policy change.
 - 2.5.4. The Contractor shall ensure each Medicaid Eligibility Coordinator maintains contact with the Department's Bureau of Family Assistance, as instructed by the Department.
 - 2.5.5. The Contractor shall maintain a record of each individual to which they provide support and of each individual in need of follow-up contact and support.
- 3. Performance Measures and Reporting Requirements**
- 3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services
 - 3.1.1. The Contractor shall provide monthly reports on 100% of staff time spent performing Medicaid allowable activities.
 - 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
 - 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
 - 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.
 - 3.2. Consumer Eligibility & Enrollment Services
 - 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:



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- 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
- 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
- 3.2.1.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
 - 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:



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- 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
- 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
- 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
- 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
- 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
- 3.3.3.6. Number of caregivers and their families who received counseling.
- 3.3.3.7. Number of sessions per caregiver and their families.
- 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:
 - 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
 - 3.3.3.8.2. Number of sessions per caregiver,
 - 3.3.3.8.3. Number of caregivers referred to agencies.
 - 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.



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- 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.	To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS
3.3.4.3. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.4. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.5. Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7



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- 3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:
 - 3.3.5.1. Quarterly SHIP progress reports.
 - 3.3.5.2. Monthly outreach reports.
- 3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	To include: Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2 Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3 Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4 Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

- 3.4. Medicaid Eligibility Coordinator Services
 - 3.4.1. The Contractor shall conduct follow-up appointment reminders with 100% of individual scheduled for appointments.
 - 3.4.2. The Contractor shall maintain a record of individual contacts for 100% of the individuals served.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.



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- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager** – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. **Information and Referral Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
 - 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
 - 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;



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- 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
- 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
- 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than 1.25 full-time equivalent (FTE) for Rockingham County and .5 FTE for Strafford County.
- 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than 2.25 FTE for Rockingham County and .75 FTE for Strafford County.
- 4.4.9. The Contractor shall provide a minimum of two (2) (FTE) Medicaid Eligibility Coordinators to assist the Department with providing streamlined eligibility for Medicaid Long Term Supports and Services (LTSS).
- 4.5. **Criminal Background Check and BEAS State Registry Checks**
 - 4.5.1. The selected Applicant shall obtain, at the selected Applicant's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.5.2. The selected Vendor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS State Registry check must be provided to the Department upon request by the Department



EXHIBIT B

5. Additional Terms

5.1. Credits and Copyright Ownership

- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.1.3.1. Brochures.
 - 5.1.3.2. Resource directories.
 - 5.1.3.3. Protocols or guidelines.
 - 5.1.3.4. Posters.
 - 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

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 must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 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.
- 6.2. 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



EXHIBIT B

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.

7. Exhibits Incorporated

- 7.1. 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.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:

1.1. 56.33%, Federal Funds, by the:

- 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
- 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds,
- 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
- 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds
- 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds
- 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds
- 1.1.7. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
- 1.1.8. United States Department of Health and Human Services, Money Follows the Person Rebalancing Demonstration (CFDA #93.791), FAIN 1LICMS300148-01-10; 100% Federal Funds.

1.2. 43.67% General funds.

2. For the purposes of this Agreement:

- 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.



EXHIBIT C

- 2.2. The Indirect Cost Rate of 2.6% applies in accordance with 2 CFR §200.414.
- 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
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
105 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 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 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting



EXHIBIT C

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.

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. 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 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Behavioral Health and Developmental Services
 Budget Request for: RFA-2021-DLTSB-06-SERV-01
 Service/Unit: Aging and Disability Resource Center Services
 Budget Period: 7/1/20 - 6/30/21

Line Item	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1. Total Salaries/Wages	\$43,319.00	\$0.00	\$18,000.00	\$18,000.00	-	-	-	-	-	-	\$18,000.00
2. Employee Benefits	\$23,760.00	\$0.00	7,000.00	7,000.00	-	-	-	-	-	-	7,000.00
3. Contractual	-	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-	-
5. Rental	\$800.00	-	\$800.00	\$800.00	-	-	-	-	-	-	\$800.00
6. Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	-
7. Fuel/Travel/Depreciation	-	-	-	-	-	-	-	-	-	-	-
8. Supplies:	-	-	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-	-
Office	\$300.00	-	\$300.00	\$300.00	-	-	-	-	-	-	\$300.00
9. Travel	\$120.00	-	\$120.00	\$120.00	-	-	-	-	-	-	\$120.00
10. Occupancy	\$0.00	\$0.00	\$0.00	\$0.00	-	-	-	-	-	-	\$0.00
11. Current Expenses:	-	-	-	-	-	-	-	-	-	-	-
Printing	\$1,000.00	-	\$1,000.00	\$1,000.00	-	-	-	-	-	-	\$1,000.00
Postage	\$800.00	-	\$800.00	\$800.00	-	-	-	-	-	-	\$800.00
Subscriptions	-	-	-	-	-	-	-	-	-	-	-
Audit and Legal	\$300.00	-	\$300.00	\$300.00	-	-	-	-	-	-	\$300.00
Insurance	-	-	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-	-	-
Software	-	-	-	-	-	-	-	-	-	-	-
12. Marketing/Communications	\$0.00	-	\$0.00	\$0.00	-	-	-	-	-	-	\$0.00
13. Staff Education and Training	\$0.00	-	\$0.00	\$0.00	-	-	-	-	-	-	\$0.00
14. Other (specify details mandatory):	\$0.00	-	\$0.00	\$0.00	-	-	-	-	-	-	\$0.00
Meetings	-	-	-	-	-	-	-	-	-	-	-
TOTAL	\$71,489.00	\$0.00	\$38,120.00	\$38,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,120.00

Included As A Percent of Direct: 100%

Contractor Initials: **K.B.**
 Date: **4/28/20**

Exhibit O-2 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Behavioral Health and Developmental Services

Budget Request for: RFA-2021-DLTSB-06-SERV1-01
Services, Link Aging and Disability Resource Center Services

Budget Period: 7/1/21 - 6/30/22

Line Item	Original Budget	Revised Budget	Current Budget	Change	Percent Change	Original Budget	Revised Budget	Current Budget	Change	Percent Change
1. Total Personnel Costs	44,316.00	11,800.00	51,816.00	7,516.00	17.0%	44,316.00	11,800.00	51,816.00	7,516.00	17.0%
2. Employee Benefits	22,740.00	7,000.00	22,740.00	-	0.0%	22,740.00	7,000.00	22,740.00	-	0.0%
3. Commodities	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
5. Rental	6,800.00	-	6,800.00	-	0.0%	6,800.00	-	6,800.00	-	0.0%
6. Repair and Maintenance	-	-	-	-	-	-	-	-	-	-
7. Information Technology	-	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-	-	-	-
10. Lab	-	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-	-
13. Office	3,800.00	-	3,800.00	-	0.0%	3,800.00	-	3,800.00	-	0.0%
14. Travel	6,120.00	-	6,120.00	-	0.0%	6,120.00	-	6,120.00	-	0.0%
15. Occupancy	39,600.00	600.00	40,000.00	400.00	1.0%	39,600.00	600.00	40,000.00	400.00	1.0%
16. Current Expenses	-	-	-	-	-	-	-	-	-	-
17. Telephone	11,000.00	-	11,000.00	-	0.0%	11,000.00	-	11,000.00	-	0.0%
18. Postage	3,800.00	-	3,800.00	-	0.0%	3,800.00	-	3,800.00	-	0.0%
19. Subscriptions	-	-	-	-	-	-	-	-	-	-
20. Audit and Legal	1,200.00	-	1,200.00	-	0.0%	1,200.00	-	1,200.00	-	0.0%
21. Insurance	-	-	-	-	-	-	-	-	-	-
22. Board Expenses	-	-	-	-	-	-	-	-	-	-
23. Software	-	-	-	-	-	-	-	-	-	-
24. Marketing/Communications	-	-	-	-	-	-	-	-	-	-
25. Staff Education and Training	800.00	-	800.00	-	0.0%	800.00	-	800.00	-	0.0%
26. Business subscriptions	44,000.00	-	44,000.00	-	0.0%	44,000.00	-	44,000.00	-	0.0%
27. Other (specify below if mandatory)	-	-	-	-	-	-	-	-	-	-
28. Meetings	-	-	-	-	-	-	-	-	-	-
TOTAL	918,480.00	3,000.00	921,480.00	3,000.00	0.3%	918,480.00	3,000.00	921,480.00	3,000.00	0.3%

Included As A Percent of Direct



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.

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

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

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

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

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

4/25/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



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

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

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

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

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

Exhibit G

Vendor Initials K. B.

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

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.

Behavioral Health & Developmental Services of Strafford County, Inc.

Vendor Name: d/b/a Community Partners

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Exhibit G

Vendor Initials K.B.

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



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.

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

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



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.



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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

[Handwritten Signature]

Signature of Authorized Representative

Christie Tapan

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

May 1, 2020

Date

Behavioral Health & Developmental Services of
Strafford County, Inc.

d/b/a Community Partners

Name of the Contractor

Kathleen Boisclair

Signature of Authorized Representative

Kathleen Boisclair

Name of Authorized Representative

President

Title of Authorized Representative

4/28/20

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.

Behavioral Health & Developmental Services of Strafford County, Inc.

Contractor Name: d/b/a Community Partners

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



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: 149406691
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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.



- 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

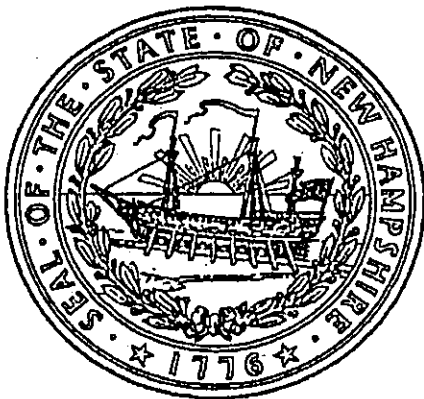
Department of State

CERTIFICATE

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

Business ID: 62273

Certificate Number: 0004893274



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

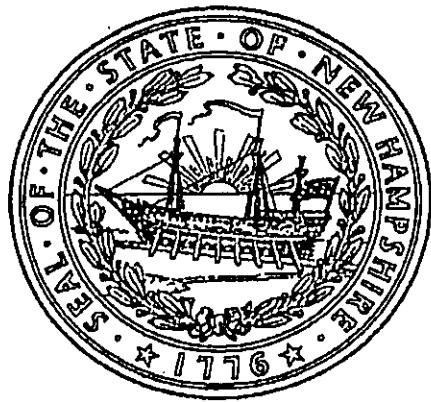
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 455172

Certificate Number: 0004893281



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Secretary of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners.
(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 April 28, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kathleen Boisclair, President of the Board of Directors (may list more than one person)
(Name and Title of Contract Signatory)

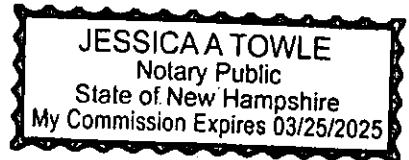
is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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: 4.28.20

Ann Landry
Signature of Elected Officer
Name: Ann Landry
Title: Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2020

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (AC, No, Ext): (603) 669-3218 E-MAIL ADDRESS: hprescott@crossagency.com	FAX (AC, No): (603) 645-4331
	INSURER(S) AFFORDING COVERAGE	
INSURED Behavioral Health & Developmental Services of Strafford County Inc, 113 Crosby Road, Ste 1 Dover NH 03820	INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058	
	INSURER B: Granite State Health Care and Human Services Self-	
	INSURER C: -	
	INSURER D:	
	INSURER E:	


COVERAGES **CERTIFICATE NUMBER:** 19-20 AJI / 20-20 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADJL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2057476	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		PHPK2057480	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB699416	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS202000000203 (3A.) NH	02/01/2020	02/01/2021	<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
A	Directors & Officers Liability		PHSD1492519	11/01/2019	11/01/2020	Limit: \$5,000,000 Deductible: \$35,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

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

A United Way
Partner Agency



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

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

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

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

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

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

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Supplementary Information

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

Change in Accounting Principle

As discussed in Note 1 in the consolidated financial statements, in 2019 the Organization adopted new accounting guidance, Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire
October 30, 2019

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

Consolidated Statements of Financial Position

June 30, 2019 and 2018

ASSETS

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 4,023,971	\$ 3,653,350
Restricted cash	112,436	93,425
Accounts receivable, net of allowance for doubtful accounts	1,171,501	888,387
Grants receivable	162,264	58,222
Prepaid expenses	401,402	379,559
Property and equipment, net	<u>2,118,838</u>	<u>2,064,440</u>
 Total assets	 <u>\$ 7,990,412</u>	 <u>\$ 7,137,383</u>

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable and accrued expenses	\$ 2,540,469	\$ 2,134,786
Estimated third-party liability	1,202,701	1,121,051
Operating lease payable	40,785	-
Loan fund	89,473	89,383
Notes payable	<u>884,773</u>	<u>845,882</u>
 Total liabilities	 4,758,201	 4,191,102
 Net assets without donor restrictions	 <u>3,232,211</u>	 <u>2,946,281</u>
 Total liabilities and net assets	 <u>\$ 7,990,412</u>	 <u>\$ 7,137,383</u>

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

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

Consolidated Statements of Activities

Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$29,163,571	\$26,026,898
Medicare revenue	196,444	161,239
Client resources	1,934,005	1,685,020
Contract revenue	1,546,526	1,517,328
Grant income	1,111,668	579,929
Interest income	8,454	209
Other program revenue	722,753	376,241
Public support	123,304	90,301
Other revenue	<u>198,539</u>	<u>86,683</u>
Total public support and revenue	<u>35,005,264</u>	<u>30,523,848</u>
Expenses		
Program services		
Case management	1,041,170	938,043
Day programs and community support	5,034,457	4,450,160
Early support services and youth and family	4,196,063	3,731,529
Family support	634,699	530,399
Residential services	10,799,339	10,051,324
Combined residential, day and consolidated services	3,599,405	2,927,266
Adult services	2,665,698	2,443,596
Emergency services	654,437	561,016
Other	<u>2,655,420</u>	<u>1,516,784</u>
Total program expenses	31,280,688	27,150,117
Supporting services		
General management	<u>3,438,646</u>	<u>3,138,272</u>
Total expenses	<u>34,719,334</u>	<u>30,288,389</u>
Change in net assets without donor restrictions	285,930	235,459
Net assets, beginning of year	<u>2,946,281</u>	<u>2,710,822</u>
Net assets, end of year	<u>\$ 3,232,211</u>	<u>\$ 2,946,281</u>

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2018

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Community Services	Adult Speech	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Identified revenue	\$ 806,420	\$ 4,143,483	\$ 4,380,883	\$ 308,783	\$ 12,217,725	\$ 3,686,878	\$ 3,187,884	\$ 49,853	\$ 230,187	\$ 28,182,871	\$ -	\$ 28,182,871
Medicare (revenue)	-	18,236	-	-	-	-	154,211	-	19,891	198,648	-	198,648
Charter revenues	81,044	82,887	528,223	-	1,042,018	23,156	176,186	28,324	81,774	1,834,626	-	1,834,626
Contract revenues	109,769	386,584	404,433	76,279	19,323	48,470	700	176,523	189,884	1,348,470	386,256	1,848,826
Grant income	18,250	76,112	84,484	21,848	-	1,300	82,878	-	4,238	1,907,888	4,000	1,911,888
Interest income	-	-	-	-	-	-	-	-	-	-	8,854	8,854
Other program revenue	-	47,819	38,230	-	-	-	-	-	643,082	719,062	8,871	727,933
Public support	12,378	8,903	17,180	16,135	-	7,867	3,478	-	85,648	118,313	4,991	123,304
Other revenue	364	208	295	-	74,411	-	-	-	13,918	88,175	148,264	196,339
Total public support and revenue	1,100,882	4,662,307	5,221,978	425,204	12,292,136	3,735,046	3,334,900	257,678	7,086,134	34,876,871	178,726	35,055,597
Expenses												
Salaries and wages	618,864	7,681,976	2,546,376	193,744	1,184,741	1,574,886	1,883,610	842,736	1,338,155	12,256,942	2,225,781	14,481,749
Employee benefits	156,880	728,663	616,273	43,641	264,360	134,976	308,730	87,444	425,083	3,833,840	602,190	4,436,030
Payroll taxes	43,084	286,829	194,855	11,781	68,867	119,289	98,181	18,156	116,886	886,726	132,869	1,019,595
Contracted individual and	-	7,198	-	-	-	-	-	-	-	7,198	-	7,198
Child treatment services	25,487	86,794	117,388	308,788	4,040,854	1,478,886	81,821	-	13,826	4,136,767	31	4,136,798
Professional fees and consultants	36,689	58,389	108,818	7,212	182,387	14,846	81,580	374,484	70,382	782,847	80,787	863,634
Subcontractors	-	430,214	-	-	4,868,781	40,080	-	-	-	5,129,055	-	5,129,055
Staff development and training	2,307	16,817	17,688	4,437	3,168	4,488	9,888	1,880	8,381	64,488	79,853	144,341
Fuel	-	99,754	92,681	-	28,488	-	78,180	7,524	51,878	367,456	19,212	386,668
Utilities	8,770	88,280	23,008	1,482	16,311	2,346	11,816	5,911	86,106	216,788	29,878	246,666
Building maintenance and repairs	14,886	71,800	45,136	2,340	80,883	3,300	21,130	630	127,748	335,586	18,438	354,024
Other occupancy costs	4,884	88,787	29,168	786	8,812	1,244	8,389	-	29,422	123,714	8,381	140,295
Office	10,417	54,185	88,180	2,411	21,478	4,191	31,406	4,880	81,886	247,883	82,227	330,110
Building and housing	3,575	18,258	8,170	723	8,384	829	4,138	878	4,883	47,227	8,711	55,948
Child transportation	849	26,388	6,215	2,897	38,389	48,388	3,884	82	11,878	122,841	1,488	124,329
Medical	-	1,389	638	-	174	-	638	74	821	3,438	272	3,711
Equipment maintenance	18,887	88,221	48,322	3,427	21,979	5,883	30,823	2,827	16,888	182,431	46,445	228,876
Depreciation	38,684	152,836	79,173	6,581	68,881	14,886	48,821	8,888	24,888	422,888	38,428	461,316
Advertising	237	1,848	1,788	25	472	87	772	88	188	4,848	1,381	6,229
Printing	-	31	388	-	-	-	82	12	38	421	848	1,269
Telephone and communications	17,280	48,311	28,423	2,811	8,888	4,388	27,879	3,888	15,888	988,288	48,721	997,017
Postage and shipping	823	8,115	4,727	147	1,817	384	1,878	888	4,414	22,881	1,748	24,629
Transportation	12,808	217,368	21,547	4,005	88,888	110,411	27,187	28,223	821,708	15,388	15,388	836,106
Assistance to individuals	23,823	2,544	3,426	84,929	18,884	42,886	1,134	182	24,888	388,348	4,888	393,236
Insurance	8,781	76,188	28,287	1,886	28,423	4,291	33,214	3,888	20,472	38,836	38,836	77,672
Liability dues	22	2,883	184	8	48	18	3,871	11	184,788	118,888	4,281	119,169
Interest	7,280	8,844	2,181	371	3,118	822	118	118	8,588	21,884	3,817	25,701
Other	-	807	214	-	-	38	-	-	88,272	79,883	1,208	81,091
Total expenses	1,841,172	8,854,487	4,198,883	824,888	18,779,739	3,988,488	3,885,888	884,437	7,856,428	31,288,888	3,478,848	34,767,736
Revenue (shortage) in net assets without restrictions	\$ 88,812	\$ (212,180)	\$ 1,123,095	\$ (399,684)	\$ 2,512,400	\$ 236,558	\$ 449,012	\$ (787,288)	\$ (888,287)	\$ 2,548,083	\$ (2,819,819)	\$ (271,736)

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2018

	Case Management	Day Programs and Community Support	Elder Support Services and Youth and Family	Family Support	Residential Services	Combined Residential Day and Community Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 806,997	\$ 3,637,191	\$ 3,742,751	\$ 256,428	\$ 11,836,876	\$ 5,988,710	\$ 2,988,743	\$ 48,878	\$ 48,878	\$ 26,024,890	\$ -	\$ 26,024,890
Medicare revenue	-	10,037	-	-	-	-	348,021	-	4,500	161,229	-	161,229
Grant revenue	32,896	46,442	148,968	-	1,025,711	23,891	82,422	21,867	18,873	1,285,830	-	1,285,830
Contract revenue	78,884	317,364	402,888	78,179	11,008	48,478	160	174,358	201,004	1,305,589	211,819	1,517,408
Grant income	-	30,180	87,798	16,965	-	884	88,759	-	1,127	178,879	3,820	182,700
Interest income	-	-	-	-	-	-	-	-	-	-	308	308
Other program revenue	-	82,679	36,878	-	-	-	731	-	266,483	370,211	8,888	379,100
Public support	12,221	4,581	11,429	18,347	187	3,081	2,105	-	30,206	62,877	7,476	70,353
Other revenue	1,106	2,872	102	80	24,261	24	11,350	-	17,886	47,874	29,109	77,003
Total public support and revenue	1,017,284	4,110,898	4,850,844	374,872	17,092,318	3,172,798	3,333,841	245,950	945,937	30,786,472	294,418	31,080,890
Expenses												
Salaries and wages	673,863	2,334,826	2,384,340	138,488	1,142,485	1,427,498	1,274,818	234,968	277,873	10,756,218	2,815,516	12,797,824
Employee benefits	177,289	671,867	687,797	38,732	234,798	113,087	176,403	47,980	238,267	2,031,884	401,827	2,433,711
Payroll taxes	47,883	186,325	172,816	10,428	86,373	148,981	87,418	17,257	74,476	660,518	136,186	796,704
Contracted substitute staff	-	8,283	2,800	-	-	-	2,800	-	-	13,888	93,782	107,670
Client treatment services	10,527	87,809	140,237	224,868	8,828,748	1,822,151	88,915	2	11,299	8,940,902	753	8,941,655
Professional fees and consultants	17,561	63,863	68,776	4,748	68,887	14,311	68,578	229,748	37,784	678,186	88,387	766,573
Subcontractors	-	384,887	-	-	8,847,784	1,829	-	-	-	4,643,828	-	6,492,611
Staff development and training	6,108	17,879	28,736	2,788	9,829	8,834	13,889	888	9,274	76,777	88,788	145,565
Rent	-	88,488	88,488	-	31,888	81,830	9,884	-	-	263,440	18,544	281,984
Utilities	8,504	44,874	18,988	1,312	17,418	1,333	11,808	4,714	28,728	125,888	17,832	143,720
Building maintenance and repairs	22,211	82,288	48,288	2,987	88,888	8,181	14,588	512	20,999	253,440	37,887	291,327
Other occupancy costs	3,822	41,838	13,833	844	8,863	8,713	8,713	-	33,783	162,482	8,452	173,937
Office	12,181	86,388	87,182	2,888	28,007	4,296	32,784	4,888	28,782	217,948	75,872	293,820
Building and leasing	3,382	20,884	10,428	388	17,888	743	7,878	900	8,511	62,288	8,782	71,070
Client materials	1,888	18,388	4,883	3,882	38,338	41,722	3,428	8,747	188,300	188,300	2,888	191,188
Medical	-	801	880	-	372	-	887	88	648	2,981	733	3,714
Equipment maintenance	11,888	44,287	27,423	2,288	14,311	3,287	23,818	2,888	12,824	153,788	28,382	182,170
Depreciation	29,881	112,887	76,273	4,882	68,873	8,318	48,138	5,718	22,718	284,884	82,881	367,765
Amortizing	448	1,724	977	887	74	178	1,803	13	348	5,216	883	6,100
Printing	-	-	3,793	-	-	-	-	-	883	4,178	88	4,266
Telephone and communications	9,880	34,828	30,527	1,984	8,328	2,188	27,188	3,714	14,388	122,841	34,578	157,419
Postage and shipping	888	4,788	3,538	182	1,888	318	3,278	478	2,858	19,498	1,837	21,335
Transportation	14,823	268,381	41,848	4,887	83,793	100,881	23,187	21,888	483,738	188,338	18,888	386,166
Assistance to individuals	18,284	1,371	1,818	87,878	8,837	84,888	828	87	28,183	198,838	1,840	200,678
Insurance	13,211	66,414	48,871	2,888	27,821	4,817	32,128	2,431	11,488	182,844	38,844	221,688
Membership dues	47	1,887	4,741	18	184	17	2,842	18	47,788	50,381	13,288	63,669
Interest	2,188	8,718	3,848	407	7,178	17	2,887	237	3,778	24,118	3,848	27,966
Other	-	1,181	-	-	1,282	-	-	-	33,774	35,056	4,305	39,361
Total expenses	838,841	4,450,188	3,721,829	830,488	10,051,324	2,927,266	2,443,288	861,818	1,818,264	27,188,117	3,138,272	30,326,389
Increased (decreased) in net assets without restrictions	\$ 184,243	\$ (28,188)	\$ 819,017	\$ (155,578)	\$ 2,041,255	\$ 245,824	\$ 890,845	\$ (218,388)	\$ (871,277)	\$ 3,119,215	\$ (2,878,498)	\$ 240,717

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

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

Consolidated Statements of Cash Flows

Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 285,930	\$ 235,459
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	482,088	436,895
Change in allowance for doubtful accounts	20,859	44,946
Gain on sale of assets	-	(775)
(Increase) decrease in		
Restricted cash	(19,011)	5,998
Accounts receivable, trade	(303,973)	91,989
Grants receivable	(104,042)	(7,881)
Prepaid expenses	(21,843)	(19,170)
Increase (decrease) in		
Accounts payable and accrued expenses	405,683	170,986
Estimated third-party liability	81,650	(190,669)
Operating lease payable	40,785	-
Loan fund	90	89
	<u>868,216</u>	<u>767,867</u>
Net cash provided by operating activities		
Cash flows from investing activities		
Acquisition of property and equipment	(536,486)	(353,892)
Proceeds from sale of equipment	-	775
	<u>(536,486)</u>	<u>(353,117)</u>
Net cash used by investing activities		
Cash flows from financing activities		
Proceeds from long-term borrowings	300,000	-
Principal payments on long-term borrowings	(261,109)	(237,948)
	<u>38,891</u>	<u>(237,948)</u>
Net cash provided (used) by financing activities		
Net increase in cash and cash equivalents	370,621	176,802
Cash and cash equivalents, beginning of year	<u>3,653,350</u>	<u>3,476,548</u>
Cash and cash equivalents, end of year	<u>\$ 4,023,971</u>	<u>\$ 3,653,350</u>

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

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

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Nature of Activities

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

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

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

The Foundation received and disbursed the following funds:

	<u>2019</u>	<u>2018</u>
Funds received	\$ 58,259	\$ 30,156
Funds disbursed	<u>40,064</u>	<u>19,685</u>
	<u>\$ 18,195</u>	<u>\$ 10,471</u>

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

Funds received	\$ 429,039
Funds disbursed	<u>317,373</u>
	<u>\$ 111,666</u>

1. **Summary of Significant Accounting Policies**

Newly Adopted Accounting Principles and Reclassifications

In 2019, the Organization adopted Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near term financial requirements. The ASU also imposes several new requirements related to reporting expenses.

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

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Principles of Consolidation

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

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

Use of Estimates

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

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with FASB Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

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 will 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. 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 statement of activities. At June 30, 2018, the Organization's maintained restricted assets consisting of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. With the adoption of ASU No. 2016-14, the Organization no longer has the flexibility to choose how to release long-lived assets from restrictions and is now required to release long-lived assets when placed in service. As a result, the Organization's restricted net assets of \$83,392 reported at June 30, 2018 are now included with net assets without donor restrictions.

At June 30, 2019 and 2018, the Organization did not have any net assets with donor restrictions.

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

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Contributions

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a 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. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

Income Taxes

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

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

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2019 and 2018.

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

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2019 and 2018, allowances were recorded in the amount of \$436,905 and \$416,046, respectively.

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

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

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

Estimated Third-Party Liability

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

Functional Allocation of Expenses

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

2. 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 cash equivalents and a line of credit.

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 consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2019 and 2018.

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

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

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>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 4,023,971	\$ 3,653,350
Accounts receivable, net	1,171,601	888,387
Grants receivable	<u>162,264</u>	<u>58,222</u>
 Financial assets available to meet general expenditures within one year	 <u>\$ 5,357,736</u>	 <u>\$ 4,599,959</u>

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2019 and 2018, the Organization held cash totaling \$89,473 and \$89,383, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2019 and 2018, the Organization held cash totaling \$22,963 and \$4,042, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Land and buildings	\$ 2,218,893	\$ 1,908,893
Building improvements	1,818,475	1,687,705
Vehicles	844,602	848,507
Equipment and furniture	<u>2,909,242</u>	<u>2,831,525</u>
	7,791,112	7,276,630
Less accumulated depreciation	<u>6,672,274</u>	<u>5,212,190</u>
	<u>\$ 2,118,838</u>	<u>\$ 2,064,440</u>

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

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

5. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 6.50% and 6.00% at June 30, 2019 and 2018, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2019 and 2018, there was no outstanding balance on the line of credit.

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

6. Notes Payable

Notes payable consisted of the following:

	<u>2019</u>	<u>2018</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 139,608	\$ 181,885
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	29,961	146,556
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	74,560	114,621
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	111,028	125,060

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

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	90,940	117,996
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	142,559	159,764
Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	<u>296,117</u>	<u>-</u>
	<u>\$ 884,773</u>	<u>\$ 845,882</u>

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

2020	\$	198,388
2021		166,906
2022		137,687
2023		73,061
2024		66,949
Thereafter		<u>241,782</u>
	\$	<u>884,773</u>

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$376,670 in 2019 and \$275,954 in 2018.

Future minimum operating lease payments are as follows:

2020	\$	472,760
2021		415,892
2022		394,162
2023		333,231
2024		289,032
Thereafter		<u>2,535,837</u>
	\$	<u>4,440,914</u>

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

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Litigation

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

8. Concentrations

For the years ended June 30, 2019 and 2018, approximately 83% and 85%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2019</u>	<u>2018</u>
Developmental Services	\$ 681,243	\$ 549,635
Behavioral Health Services	<u>133,889</u>	<u>115,373</u>
	<u>\$ 815,132</u>	<u>\$ 665,008</u>

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

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

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2019 and 2018, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2019 were \$377,307 and during the year ended June 30, 2018 were \$318,151. The total expense for the year ended June 30, 2019 for the Developmental Services division was \$226,774, and for the Behavioral Health Services division was \$150,533. The total expense for the year ended June 30, 2018 for the Developmental Services division was \$189,717, and for the Behavioral Health Services division was \$128,434.

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

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 30, 2019, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

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

Consolidated Statements of Financial Position

June 30, 2019 and 2018

	2019					2018						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners - Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners - Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	\$ 2,426,980	\$ 1,984,387	\$ 1,128	\$ 111,486	\$ -	\$ 4,523,871	\$ 1,761,558	\$ 1,797,617	\$ 700	\$ 83,471	\$ -	\$ 3,643,350
Restricted cash	112,438	-	-	-	-	112,438	93,425	-	-	-	-	93,425
Accounts receivable, net of allowance for doubtful accounts	939,652	719,471	78	-	(488,124)	1,171,001	699,782	249,878	75	-	(61,186)	888,287
Grants receivable	18,998	142,284	-	-	-	162,264	11,046	42,178	-	-	-	60,232
Prepaid expenses	222,498	179,999	-	-	-	401,402	212,180	197,388	-	-	-	378,599
Interest in net assets of subsidiaries	109,848	-	-	-	(189,846)	-	81,539	-	-	-	(91,359)	-
Property and equipment, net	1,748,611	277,277	-	-	-	2,118,813	1,719,972	244,518	-	-	-	2,064,440
Total assets	\$ 6,676,129	\$ 2,897,877	\$ 1,214	\$ 111,486	\$ (488,124)	\$ 7,899,413	\$ 4,589,492	\$ 2,899,331	\$ 784	\$ 83,471	\$ (152,715)	\$ 7,137,353
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,479,418	\$ 643,949	\$ 3,233	\$ -	\$ (488,128)	\$ 2,640,469	\$ 1,748,074	\$ 443,272	\$ 2,898	\$ -	\$ (61,158)	\$ 2,134,786
Estimated third-party liability	764,311	648,490	-	-	-	1,302,791	840,787	160,284	-	-	-	1,121,651
Operating lease payable	10,898	30,687	-	-	-	40,783	-	-	-	-	-	-
Loan fund	89,473	-	-	-	-	89,473	80,383	-	-	-	-	89,383
Notes payable	819,312	74,849	-	-	-	894,172	731,209	114,672	-	-	-	845,872
Total liabilities	4,143,410	1,997,889	3,233	-	(488,128)	4,768,201	3,511,404	738,156	2,898	-	(61,158)	4,191,182
Net assets (deficit) without donor restrictions	2,532,719	900,000	(1,019)	111,486	(189,846)	3,131,212	1,078,093	1,958,183	(1,114)	83,471	(91,629)	2,946,291
Total liabilities and net assets (deficit)	\$ 6,676,129	\$ 2,897,877	\$ 1,214	\$ 111,486	\$ (488,124)	\$ 7,899,413	\$ 4,589,492	\$ 2,899,331	\$ 784	\$ 83,471	\$ (152,715)	\$ 7,137,353

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

Consolidated Statements of Activities

Years Ended June 30, 2019 and 2018

	2019					2018						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Elimination	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Elimination	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicare revenue	\$ 22,008,443	\$ 7,168,128	\$ -	\$ -	\$ -	\$ 29,176,571	\$ 18,441,932	\$ 8,545,896	\$ -	\$ -	\$ -	\$ 26,987,828
Medicaid revenue	-	198,444	-	-	-	198,444	-	181,239	-	-	-	181,239
Client resources	1,903,868	430,337	-	-	-	2,334,205	1,314,518	370,507	-	-	-	1,685,025
Contract revenue	983,969	882,968	-	-	-	1,866,937	645,736	871,582	-	-	-	1,517,318
Grant income	392,778	868,890	-	-	-	1,261,668	159,752	420,177	-	-	-	579,929
Interest income	4,289	4,188	-	-	-	8,477	-	209	-	-	-	209
Other program income	732,743	-	-	-	-	732,743	378,241	-	-	-	-	378,241
Public support	65,333	9,904	-	88,188	-	163,425	51,606	8,537	-	30,190	-	90,333
Other revenue	83,873	183,878	9,052	82	(77,751)	199,832	56,818	49,323	9,052	(19,533)	-	95,650
Total public support and revenue	25,324,224	9,630,205	9,052	88,270	(77,751)	35,023,801	22,945,795	9,418,477	9,052	30,190	(19,533)	32,522,812
Expenses												
Program services												
Care management	1,841,179	-	-	-	-	1,841,179	838,843	-	-	-	-	838,843
Day programs and community support	4,117,210	917,238	-	-	-	5,034,448	1,821,228	828,932	-	-	-	2,650,160
Early support services and youth and family	1,814,328	2,621,724	-	-	-	4,436,052	1,234,100	2,497,429	-	-	-	3,731,529
Family support	834,938	-	-	-	-	834,938	530,399	-	-	-	-	530,399
Residential services	16,789,328	-	-	-	-	16,789,328	10,051,324	-	-	-	-	10,051,324
Coordinated residential, day and consolidated services	3,198,464	-	-	-	-	3,198,464	2,827,268	-	-	-	-	2,827,268
Adult services	123,868	2,642,860	-	-	-	2,766,728	154,448	2,280,150	-	-	-	2,434,598
Emergency services	-	684,437	-	-	-	684,437	-	561,018	-	-	-	561,018
Other	1,122,268	1,411,830	8,184	49,084	(9,184)	2,652,178	488,204	1,808,873	9,848	18,815	(9,848)	1,316,784
Total program expenses	23,962,199	8,177,429	8,184	49,084	(9,184)	31,780,608	19,845,010	7,183,472	9,848	18,815	(9,848)	27,150,117
Supporting services												
General management	5,918,268	5,822,728	-	-	-	11,740,996	1,752,258	1,265,419	-	-	-	3,017,677
Total expenses	29,880,467	14,000,157	8,184	49,084	(9,184)	43,520,508	21,597,268	8,448,891	9,848	18,815	(9,848)	30,212,169
Change in net assets (deficit) without donor restrictions	154,731	(88,902)	(107)	18,186	(18,837)	285,336	387,840	(152,381)	(888)	10,471	(8,363)	235,439
Net assets (deficit), beginning of year	1,878,883	1,819,192	(1,812)	82,471	(91,639)	2,967,005	829,245	2,929,274	(1,820)	83,000	(31,874)	2,710,422
Net assets (deficit), end of year	2,033,614	1,730,290	(1,919)	100,657	(110,476)	3,252,341	1,217,085	2,776,893	(2,608)	93,471	(40,237)	2,945,861



**Community Partners
BOARD OF DIRECTORS 2020-2021**

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kerri Larkin (C) (Joined 11/23/10)	Bryant Hardwick (Joined 2/22/11)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)	Mark Santoski (Joined 9/24/19)	Margaret (Maggie) Wallace (Joined 9/24/19)

BRIAN J. COLLINS

Summary:

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

Experience:

1995 - Present

Executive Director

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

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

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

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

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

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

Brian Collins

Page 2

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

1989 - 1995

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

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

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

1985 - 1989

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

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

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

Brian Collins

Page 3

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

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

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

Education:

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

Advisory Boards:

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

Memberships:

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

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a \$2.5 million dollar operating budget.

Education

North Dakota State University, Fargo, ND
Bachelor of Science in Psychology, 5/87
 Minor: Statistics

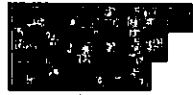
Marquette University, Milwaukee, WI
Master of Science In Clinical Psychology, 8/89

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

Suzanne Bagdasarian



Business Experience

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

Chief Financial Officer 2019 – Present

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

Controller 2001 – 2018

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

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

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

Budget Manager – 1999- 2000

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

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

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

Financial & Utilization Analyst- 1994 – 1997

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

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

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

Education

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

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

JANET SCOTT SALSBURY, MSW, LICSW

OBJECTIVE: To obtain lasting human services experience by working with diverse populations in a progressive social environment. My focus includes striving to eliminate structural, cultural, and interpersonal oppression and societal barriers that exist in people's lives.

EDUCATION

1995 Master of Social Work, University of New England
1989 Bachelors of Arts: Psychology Major, University of New Hampshire

EMPLOYMENT

2018 – Present *Chief Clinical Officer: Community Partners*

2013 – 2018 *QI Director: Community Partners*
Responsibilities include quality oversight of all CMHC programming

2010 – 2013 *Acute Care Services Director: Community Partners*
Responsibilities include clinical, financial and quality oversight of the AOP Department, Acute Care Department and the Admissions Department at a Community Mental Health Center

2008 – 2014 *Director Of Clinical Services: Community Partners*
Responsibilities include clinical, financial and quality oversight of the AOP Department and the Children's Department at a Community Mental Health Center

2007 – 2008 *Director of Clinical Services: Community Partners*
Responsibilities include clinical, financial and quality oversight of the CSP Department and the Children's Department at a Community Mental Health Center

2002- 2006 *Director of Youth & Family Services: Community Partners*
Responsibilities include oversight and management of the Children's Department at a Community Mental Health Center

2001-2002 *Assistant Director of Youth & Family Services: Behavioral Health & Developmental Services of Strafford County*

2000-2001 *Assistant Director of Youth & Family Services: Strafford Guidance Center, Inc.*

1998-2000 *Manager of Children's Crisis Services: Strafford Guidance Center, Inc.*
Responsibilities include management of Adolescent Partial Hospitalization Program, the Crisis and Respite Beds and the Family and Community Support Programs.

- Provide clinical and administrative supervision to direct care staff
- Program development within the Youth and Family Department
- Triage referrals for Children's crisis services and home based services

1995-1998 *Intensive Family Stabilization Therapist: Strafford Guidance Center, Inc.*
Provided intensive home based therapy services to families with a child in crisis.

- Home based therapy with a variety of families
- Crisis Intervention and stabilization
- Case Management
- Member – Internal Planning Committee

1994-1995 Therapist – Social Work Internship: Child and Family Services

This program provides counseling services to children and families in Rockingham County, NH.

- Provided counseling to various populations, including families, couples, children and individuals
- Developed and facilitated parent education groups in the community
- Community outreach work
- Conducted telephone intake screenings
- Grant writing

1993-1994 School Social Worker – Social Work Internship: Winnacunnet High School, Special Services Department, Hampton NH

This program serves the educational and emotional needs of students who are identified as having special learning, emotional or developmental needs.

- Provided individual counseling to adolescents
- Facilitated a year long girls' support group
- Co-facilitated a weekly parent support group
- Provided home based family therapy
- Case Management

1993 (Summer) Crisis Intervention Counselor: Commonworks School/ Harbor Schools and Family Services, Merrimac MA

This program serves the educational, social and emotional needs of adolescents with emotional and/or behavioral difficulties.

- Developed and implemented individual students' educational goals
- Intervened, assessed and resolved crisis situations in the school

1990-1993 Child Care Counselor: The Spurwink School, Portland ME

This residential program served youth ages 10 to 18 with emotional and behavioral difficulties. The children have histories of severe family trauma, including physical, emotional and sexual abuse

- Developed and implemented residents' case plans
- Case Management
- Program development
- House management and supervision
- Trained new employees

PROFESSIONAL ASSOCIATIONS

Member, National Association of Social Workers

Licensed in New Hampshire as a Master of Social Work

Steering Committee Member, Seacoast Response Team through the Center for Trauma Intervention. This Team provides CISM following traumatic events involving youth in Strafford, Rockingham and York counties from 2000 to 2005

PROFESSIONAL TRAINING/SPECIALITIES

Therapy with children, families and couples

CISM Trained & CISM Trainer

EMDR Trained – Level I

TFT trained – Levels 1 & 2

Tammy Smith

██
██

Objective: To obtain a full time position.

Experience:

Life Coach

4/2010 - present

LifeShare Dover, NH

- Provide day program services to adults with disabilities.
- Mandt Certified
- Responsible for writing activity schedules.

(additional job responsibilities:6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

Homemaker

1/2009 - 4/2010

Area Homecare Portsmouth, NH

- Provided support to elderly and or disabled people in their homes.
- Conducted safety Assessments.
- Wrote daily contact notes, highlighted areas of concern.

Case Manager

3/1999- 9/2002

Strafford Guidance Center - Rochester, NH

- Managed a case load of 30 plus individuals with chronic mental illness.
- Provided supportive counseling and crisis intervention.
- Wrote treatment plans based on clients goals.

Sales Clerk

2/03-11/10

Liar's Paradise-Nottingham, NH

Skills Instructor / Paraprofessional

1/97 - 3/99

Easter Seals - Portsmouth, NH and Epping NH

- Supported students through a school to work program.
- Provided day program services to adults with disabilities.
- Facilitated group activities to increase peer socialization.

Education

UNH Durham, NH

1994 - 1996

Bachelors Degree in Social Work

Transferred to UNH with an Associate Degree In Human Services.

References:

Alden Gregory

-Former supervisor at Lifeshare.

Phone: 802-282-9928

Jaylon Curry

-Former Supervisor at Lifeshare.

Phone: 802-578-3174

Steve Ballou

-Former supervisor at Strafford Guidance Center.

Phone: 603-315-5182

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

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

Vendor Name:

Name of Program/Service:

ServiceLink

BUDGET PERIOD	FY21	FY22	
Name & Title; Key/Administrative Personnel	Annual Salary of Key/Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Collins, Brian, Executive Director	\$225,780	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$91,850	0.00%	\$0.00
Bagdasarian, Suzanne, C.F.O.	\$115,000	0.00%	\$0.00
Salsbury, Janet, Chief Clinical Officer	\$86,572	0.00%	\$0.00
Smith, Tammy, Resource Center Program Director	\$70,500	38.00%	\$26,790.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$26,790.00

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

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-02




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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address P.O Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$655,231.64
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: 4/27/2020		1.12 Name and Title of Contractor Signatory Michael Tabory, Deputy Director	
1.13 State Agency Signature  Date: 5.1.2020		1.14 Name and Title of State Agency Signatory Christie Tapan, 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: 5/5/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 4/27/20

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 
Date 4/27/20

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
RFA-2021-DLTSS-08-SERVI-02**

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928

TD

4/27/20



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 upon Governor & Executive Council approval or July 1, 2020, whichever is later ("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) 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.

[Handwritten Signature]

4/27/20



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Merrimack County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

Handwritten initials in a circle.
Handwritten date: 4/27/20



EXHIBIT B

- 1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.6.1. Meet the needs of individuals.
 - 1.6.2. Are sustained throughout the geographic area.
 - 1.6.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

- 2.1.1.1.1. Operate as an independent program.
- 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
- 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
- 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

- 2.1.1.2.1. Is an easily accessible area and location.
- 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
- 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
- 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
- 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services



EXHIBIT B

- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.



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- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.



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2.1.2. Outreach and Education Services

- 2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.
- 2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
- 2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:
 - 2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

- 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.2.1.1.2. All services and resources available to the population of the geographic region.
- 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
- 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.
- 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).



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- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.



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- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition,
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and



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community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long-Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:



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- 2.3.1.3.1. NH Family Caregiver Program
- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.



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- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for ill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.



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- 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic are served.

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- 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
- 2.4.3.2.9. Purchasing media in the local area.
- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
 - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
 - 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
 - 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
 - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:

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- 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
- 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.

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2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.

2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.

3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.

3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:

3.1.3.1. Number of individuals served.

3.1.3.2. Types of information/referrals provided to individuals.

3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.

3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.

3.1.3.5. Follow-up services performed and frequency of services delivered.

3.1.3.6. Length of contact.

3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"

3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.

3.2. Consumer Eligibility & Enrollment Services

3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:

3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.

3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.

3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.

3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.



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- 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
 - 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.

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- 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
- 3.3.3.6. Number of caregivers and their families who received counseling.
- 3.3.3.7. Number of sessions per caregiver and their families.
- 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:
 - 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
 - 3.3.3.8.2. Number of sessions per caregiver,
 - 3.3.3.8.3. Number of caregivers referred to agencies.
 - 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

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Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.	To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS
3.3.4.3. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.4. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.5. Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7

3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

- 3.3.5.1. Quarterly SHIP progress reports.
- 3.3.5.2. Monthly outreach reports.

3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:



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Performance Measure	Reporting Method
3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	To include: Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2 Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3 Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4 Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager** – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.



EXHIBIT B

- 4.4.2. **Information and Referral Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.2.4. SMP Foundations training and assessment.
- 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
- 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
- 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.

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Date: 1/27/20



EXHIBIT B

- 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than 1 full-time equivalent (FTE).
- 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than 1 FTE.
- 4.5. Criminal Background Check and BEAS State Registry Checks
 - 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Additional Terms

- 5.1. Credits and Copyright Ownership
 - 5.1.1. 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."
 - 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
 - 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.1.3.1. Brochures.



EXHIBIT B

- 5.1.3.2. Resource directories.
- 5.1.3.3. Protocols or guidelines.
- 5.1.3.4. Posters.
- 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

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 must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses; and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 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.
- 6.2. 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 B

7. Exhibits Incorporated

- 7.1. 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.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.



4/27/20



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds.
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds.
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds.
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds.
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds.
 - 1.2. 44.03% 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 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 6.1% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget

Community Action Program of
Belknap and Merrimack Counties, Inc.

Exhibit C

Contractor Initials 



EXHIBIT C

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
105 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 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 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and 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:

TD
Date 4/27/20



EXHIBIT C

- 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.
- 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. 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.


4/27/20

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

Budget Request for RFA-2021-DLTSS-08-SERVI-02
ServiceLink Aging and Disability Resource Center Services

Budget Period: 7/1/20 - 6/30/21

Line Item Code	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 193,251.00	\$ 11,350.00	\$ 204,601.00	\$ -	\$ -	\$ -	\$ 193,251.00	\$ 11,350.00	\$ 204,601.00
2. Employee Benefits	\$ 62,841.00	\$ 2,540.00	\$ 65,381.00	\$ -	\$ -	\$ -	\$ 62,841.00	\$ 2,540.00	\$ 65,381.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ 375.00	\$ 375.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,775.00	\$ 400.00	\$ 3,175.00	\$ -	\$ -	\$ -	\$ 2,775.00	\$ 400.00	\$ 3,175.00
6. Travel	\$ 5,174.00	\$ -	\$ 5,174.00	\$ -	\$ -	\$ -	\$ 5,174.00	\$ -	\$ 5,174.00
7. Occupancy	\$ 30,000.00	\$ 80.00	\$ 30,080.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 80.00	\$ 30,080.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,150.00	\$ -	\$ 3,150.00	\$ -	\$ -	\$ -	\$ 3,150.00	\$ -	\$ 3,150.00
Postage	\$ 2,400.00	\$ 350.00	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 350.00	\$ 2,750.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,000.00	\$ 825.00	\$ 2,825.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 825.00	\$ 2,825.00
Insurance	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ 375.00	\$ 375.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Discontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 2,500.00	\$ 2,649.82	\$ 5,149.82	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,649.82	\$ 5,149.82
Volunteer	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
TOTAL	\$ 308,891.00	\$ 18,724.82	\$ 327,615.82	\$ -	\$ -	\$ -	\$ 308,891.00	\$ 18,724.82	\$ 327,615.82

Indirect As A Percent of Direct

6.1%

PD
4/27/20

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

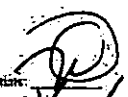
Budget Request for: RFA-2021-OLTSS-08-SERVI-02
ServiceLink Aging and Disability Resource Center Services

Budget Period: 7/1/21 - 6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 193,251.00	\$ 11,350.00	\$ 204,601.00	\$ -	\$ -	\$ -	\$ 193,251.00	\$ 11,350.00	\$ 204,601.00
2. Employee Benefits	\$ 62,841.00	\$ 2,540.00	\$ 65,381.00	\$ -	\$ -	\$ -	\$ 62,841.00	\$ 2,540.00	\$ 65,381.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ 375.00	\$ 375.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,775.00	\$ 400.00	\$ 3,175.00	\$ -	\$ -	\$ -	\$ 2,775.00	\$ 400.00	\$ 3,175.00
6. Travel	\$ 5,174.00	\$ -	\$ 5,174.00	\$ -	\$ -	\$ -	\$ 5,174.00	\$ -	\$ 5,174.00
7. Occupancy	\$ 30,000.00	\$ 60.00	\$ 30,060.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 60.00	\$ 30,060.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,150.00	\$ -	\$ 3,150.00	\$ -	\$ -	\$ -	\$ 3,150.00	\$ -	\$ 3,150.00
Postage	\$ 2,400.00	\$ 350.00	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 350.00	\$ 2,750.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,000.00	\$ 825.00	\$ 2,825.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 825.00	\$ 2,825.00
Insurance	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ 375.00	\$ 375.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify below mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 2,500.00	\$ 2,649.82	\$ 5,149.82	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,649.82	\$ 5,149.82
Volunteer	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
TOTAL	\$ 308,891.00	\$ 18,754.82	\$ 327,645.82	\$ -	\$ -	\$ -	\$ 308,891.00	\$ 18,754.82	\$ 327,645.82

Indirect As A Percent of Direct

6.1%


Date: 4/27/20



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


4/27/20

New Hampshire Department of Health and Human Services
Exhibit D

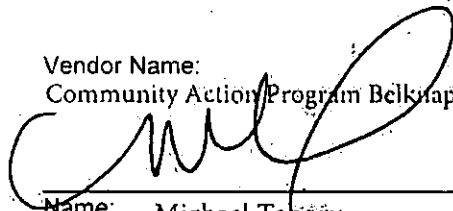


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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:
Community Action Program Belknap-Merrimack Counties, Inc.



Name: Michael Tabory
Title: Deputy Director

4/27/2020
Date

Vendor Initials MT
Date 4/27/20



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):

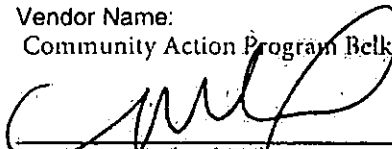
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title 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:
Community Action Program Belknap-Merrimack Counties, Inc.


Name: Michael Tabory
Title: Deputy Director

4/27/2020
Date

Vendor Initials 
Date 4/27/20



**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

[Handwritten Signature]
Date *4/27/20*



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

Name: Michael Taboy
Title: Deputy Director

4/27/2020
Date

Vendor Initials
Date 4/27/20



**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 

Date 9/27/20

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:
Community Action Program Bellchapel Merrimack Counties, Inc.

A handwritten signature in black ink, appearing to read "Michael Tabory", written over a horizontal line.

Name: Michael Tabory
Title: Deputy Director

4/27/2020
Date

Exhibit G

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

Vendor Initials

Handwritten initials "MT" and the date "4/27/20" written over a horizontal line.

Date



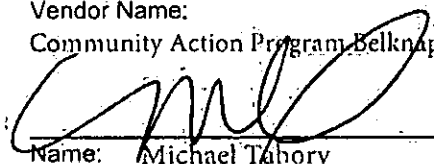
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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:
Community Action Program-Belknap-Merrimack Counties, Inc.


Name: Michael Tabory
Title: Deputy Director

4/27/2020
Date


Vendor Initials 
Date 4/27/20



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.



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

[Handwritten Signature]
Date 4/27/20



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.

[Handwritten Signature]
Date 4/27/20



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

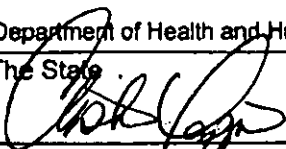
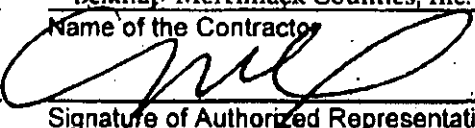
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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



Exhibit I

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

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

<u>Department of Health and Human Services</u> <u>The State</u>  <u>Signature of Authorized Representative</u> <u>Christine Tappan</u> <u>Associate Commissioner</u> <u>Title of Authorized Representative</u> <u>May 1, 2020</u> <u>Date</u>	<u>Community Action Program</u> <u>Belknap-Merrimack Counties, Inc.</u> <u>Name of the Contractor</u>  <u>Signature of Authorized Representative</u> <u>Michael Tabory</u> <u>Name of Authorized Representative</u> <u>Deputy Director</u> <u>Title of Authorized Representative</u> <u>4/27/2020</u> <u>Date</u>
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**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:
Community Action Program Belknap-Merrimack Counties, Inc.

Name: Michael Tabory
Title: Deputy Director

4/27/2020

Date

4/27/20



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: 07-399-7504
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: _____


4/27/20

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

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

[Handwritten Signature]
[Handwritten Date: 4/27/20]

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

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DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

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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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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

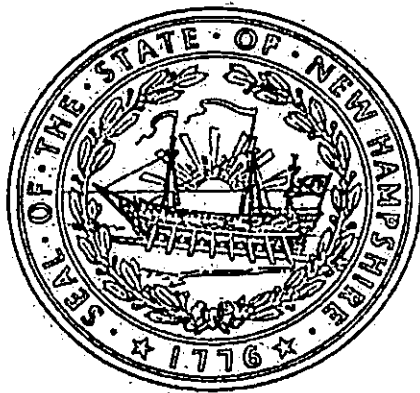
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 63021

Certificate Number: 0004877148



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2020.

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Robert Krieger, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 03/12/2020, such authority to be in force and effect until 6/30/2022

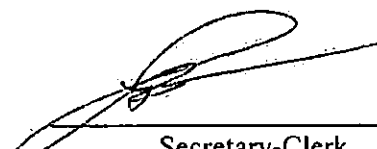
(contract termination date)
(see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Jeanne Agri, Executive Director
Michael Tabory, Deputy Director
Steven E. Gregoire, Budget Analyst
Dennis Martino, President, Board of Directors

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

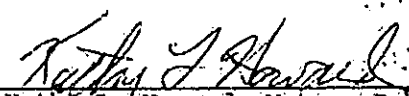
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 27th day of April, 2020.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 27th day of April, 2020, before me, Kathy L. Howard the undersigned Officer, personally appeared Robert Krieger who acknowledged himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date: **KATHY L. HOWARD Notary Public, NH**
My Commission Expires October 17, 2023

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*


- Department of Administrative Services for food distribution programs
- Department of Education for Nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Natural and Cultural Resources
- New Hampshire Office of Strategic Initiatives (OSI) for Low Income Energy Assistance, Weatherization, SEAS and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority'
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury - Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on March 12, 2020, and has not been amended or revoked and remains in effect as of the date listed below.

4/27/2020

Date



Robert Krieger
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2020

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

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


PRODUCER		CONTACT NAME: Karen Shaughnessy	
FIAI/Cross Insurance		PHONE (AC, No, Ext): (603) 669-3218	FAX (AC, No): (603) 645-4331
1100 Elm Street		E-MAIL ADDRESS: kshaughnessy@crossagency.com	
Manchester NH 03101		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Philadelphia Ins Co	
Community Action Programs Belknap-Merrimack Counties Inc.		INSURER B: Granite State Health Care and Human Services Self-	
P. O. Box 1018		INSURER C: Federal Ins Co	
Concord NH 03302		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC #	
		20281	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2041343	10/01/2018	10/01/2020	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 - COMPIOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			PHPK2041342	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB884692	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20200000185 (3a.) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2020	04/01/2021	Limit \$1,000,000 Deductible \$5,000

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

CERTIFICATE HOLDER State of New Hampshire; Department of Health & Human Services 129 Pleasant Street Concord NH 03301		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
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2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

**COMMUNITY ACTION PROGRAM
 BELKNAP-MERRIMACK COUNTIES, INC.**

STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

(Approved by Agency Board of Directors on 02/24/05
 as part of the Agency Bylaws.)

CAPBMCI Statement of Purpose

ALTON	CONCORD	EPSOM	LACONIA	NEWBURY	SUNCOOK
Senior Center.....875-7102	Area Center.....225-6880	Meadow Brook Housing.....736-8250	Area Center.....524-5512	Newbury Commons	Area Center.....485-7824
Prospect View Housing.....875-3111	Head Start.....224-6492		Head Start.....528-5334	Housing.....763-0360	Senior Center.....485-4254
	Early Head Start.....224-6492	FRANKLIN	Early Head Start.....528-5334		
BELMONT	Concord Area	Area Center.....934-3444	Senior Center.....524-7689	PEMBROKE	TILTON
Heritage Terr. Housing.....267-8801	Meals on Wheels.....225-9092	Head Start.....934-2161	Family Planning.....524-5453	Village at Pembroke Farms	Senior Center.....527-8291
	Concord Area Transit.....225-1987	Early Head Start.....934-2161	Workplace Success.....524-4367	Housing.....485-1842	
BRADFORD	Horseshoe Pond Place.....228-6954	Senior Center.....934-4161			WARNER
Senior Center.....938-2104	WIC/CSFP.....225-2050	Riverside Housing.....934-5340	MEREDITH	PITTSFIELD	Area Center.....456-2207
	Workplace Success.....223-2305		Area Center.....279-4094	Senior Center.....435-8482	Head Start.....456-2208
				Head Start.....435-6618	Nash Ridge Housing.....456-3398
				Early Head Start.....435-6611	



Effective April 2020

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

BOARD OF DIRECTORS

Dennis Martino, <i>President</i>	Heather Brown
David Siff, Esq., <i>Vice President</i>	Theresa M. Cromwell
Safiya Wazir, <i>Treasurer</i>	Christine Averill
Robert (Bob) Krieger, <i>Secretary-Clerk</i>	Ben Wilson, AAMS®
Sara A. Lewko	A. Bruce Carri, CFP, CPA EA
Kathy Goode	

Current fiscal year (3/1/20 – 2/28/21) board meetings – 3/12/20, 5/14/20, 9/10/20, 11/12/20, 1/14/21

Financial Statements

**COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.**

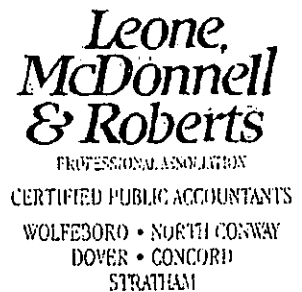
**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORTS**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2019 and 2018, and the related statements of activities, functional expenses and cash flows, and notes to the financial statements for the years then ended.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 16, 2020, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 16, 2020

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 1,411,762	\$ 1,751,685
Accounts receivable	2,321,041	2,993,405
Inventory	22,800	26,567
Prepaid expenses	52,632	88,287
Investments	<u>102,522</u>	<u>98,753</u>
Total current assets	<u>3,910,757</u>	<u>4,958,697</u>
PROPERTY		
Land, buildings and improvements	4,749,673	4,634,220
Equipment, furniture and vehicles	<u>5,979,320</u>	<u>6,227,722</u>
Total property	10,728,993	10,861,942
Less accumulated depreciation	<u>6,330,580</u>	<u>6,936,808</u>
Property, net	<u>4,398,413</u>	<u>3,925,134</u>
OTHER ASSETS		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
TOTAL ASSETS	<u>\$ 8,448,611</u>	<u>\$ 9,023,272</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 183,269	\$ 172,745
Accounts payable	1,069,165	1,443,697
Accrued expenses	1,066,748	1,056,676
Refundable advances	<u>998,332</u>	<u>1,187,333</u>
Total current liabilities	3,317,514	3,860,451
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>781,385</u>	<u>962,781</u>
Total liabilities	<u>4,098,899</u>	<u>4,823,232</u>
NET ASSETS		
Without Donor Restrictions	3,842,297	3,497,187
With Donor Restrictions	<u>507,415</u>	<u>702,853</u>
Total net assets	<u>4,349,712</u>	<u>4,200,040</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,448,611</u>	<u>\$ 9,023,272</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>
REVENUES AND OTHER SUPPORT			
Grant awards	\$ 19,205,554	\$ -	\$ 19,205,554
Other funds	4,706,408	169,246	4,875,654
In-kind	829,464	-	829,464
United Way	18,227	-	18,227
	<hr/>	<hr/>	<hr/>
Total revenues and other support	24,759,653	169,246	24,928,899
NET ASSETS RELEASED FROM RESTRICTIONS			
	<hr/>	<hr/>	<hr/>
	364,684	(364,684)	-
	<hr/>	<hr/>	<hr/>
Total	25,124,337	(195,438)	24,928,899
EXPENSES			
Salaries and wages	8,905,642	-	8,905,642
Payroll taxes and benefits	2,428,774	-	2,428,774
Travel	324,491	-	324,491
Occupancy	1,310,477	-	1,310,477
Program services	8,941,429	-	8,941,429
Other costs	1,707,999	-	1,707,999
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
	<hr/>	<hr/>	<hr/>
Total expenses	24,779,227	-	24,779,227
CHANGE IN NET ASSETS	345,110	(195,438)	149,672
NET ASSETS, BEGINNING OF YEAR	<hr/>	<hr/>	<hr/>
	3,497,187	702,853	4,200,040
NET ASSETS, END OF YEAR	<hr/>	<hr/>	<hr/>
	\$ 3,842,297	\$ 507,415	\$ 4,349,712

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2018**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>
REVENUES AND OTHER SUPPORT			
Grant awards	\$ 17,935,847	\$ -	\$ 17,935,847
Other funds	1,538,501	2,870,131	4,408,632
In-kind	1,147,978	-	1,147,978
United Way	<u>30,517</u>	<u>-</u>	<u>30,517</u>
Total revenues and other support	20,652,843	2,870,131	23,522,974
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,811,389</u>	<u>(2,811,389)</u>	<u>-</u>
Total	<u>23,464,232</u>	<u>58,742</u>	<u>23,522,974</u>
EXPENSES			
Salaries and wages	8,295,198	-	8,295,198
Payroll taxes and benefits	2,054,965	-	2,054,965
Travel	281,239	-	281,239
Occupancy	1,222,773	-	1,222,773
Program services	7,979,371	-	7,979,371
Other costs	1,636,269	-	1,636,269
Depreciation	236,706	-	236,706
In-kind	<u>1,147,978</u>	<u>-</u>	<u>1,147,978</u>
Total expenses	<u>22,854,499</u>	<u>-</u>	<u>22,854,499</u>
CHANGE IN NET ASSETS	609,733	58,742	668,475
NET ASSETS, BEGINNING OF YEAR	<u>2,887,454</u>	<u>644,111</u>	<u>3,531,565</u>
NET ASSETS, END OF YEAR	<u>\$ 3,497,187</u>	<u>\$ 702,853</u>	<u>\$ 4,200,040</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 149,672	\$ 668,475
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	330,491	236,706
Decrease (increase) in current assets:		
Accounts receivable	672,364	(831,433)
Inventory	3,767	(5,037)
Prepaid expenses	35,655	6,028
Decrease (increase) in current liabilities:		
Accounts payable	(374,532)	595,990
Accrued expenses	10,072	37,250
Refundable advances	(189,001)	28,002
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>638,488</u>	<u>735,981</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(803,770)	(523,729)
Investment in partnership	(3,769)	(13,528)
NET CASH USED IN INVESTING ACTIVITIES	<u>(807,539)</u>	<u>(537,257)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(170,872)	(179,383)
NET CASH USED IN FINANCING ACTIVITIES	<u>(170,872)</u>	<u>(179,383)</u>
NET (DECREASE) INCREASE IN CASH	(339,923)	19,341
CASH BALANCE, BEGINNING OF YEAR	<u>1,751,685</u>	<u>1,732,344</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,411,762</u>	<u>\$ 1,751,685</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 63,133</u>	<u>\$ 73,582</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2019

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,682,073	\$ 223,569	\$ 8,905,642
Payroll taxes and benefits	2,320,432	108,342	2,428,774
Travel	323,333	1,158	324,491
Occupancy	1,293,439	17,038	1,310,477
Program Services	8,941,429	-	8,941,429
Other costs:			
Accounting fees	-	57,892	57,892
Legal fees	19,554	3,520	23,074
Supplies	284,548	-	284,548
Postage and shipping	53,134	-	53,134
Equipment rental and maintenance	2,208	-	2,208
Printing and publications	45,786	3,732	49,518
Conferences, conventions and meetings	22,840	27,848	50,688
Interest	46,478	16,655	63,133
Insurance	143,136	6,760	149,896
Membership fees	9,891	9,093	18,984
Utility and maintenance	214,214	-	214,214
Computer services	37,562	1,304	38,866
Other	701,232	612	701,844
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
Total functional expenses	<u>\$ 24,301,704</u>	<u>\$ 477,523</u>	<u>\$ 24,779,227</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2018

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,026,291	\$ 268,907	\$ 8,295,198
Payroll taxes and benefits	1,948,839	106,126	2,054,965
Travel	279,829	1,410	281,239
Occupancy	1,107,004	115,769	1,222,773
Program Services	7,979,371	-	7,979,371
Other costs:			
Accounting fees	24,915	27,549	52,464
Legal fees	5,137	-	5,137
Supplies	236,553	26,718	263,271
Postage and shipping	49,153	1,052	50,205
Equipment rental and maintenance	1,680	-	1,680
Printing and publications	3,643	27,649	31,292
Conferences, conventions and meetings	13,730	9,544	23,274
Interest	68,274	5,308	73,582
Insurance	123,457	35,257	158,714
Membership fees	19,045	8,668	27,713
Utility and maintenance	185,882	64,390	250,272
Computer services	21,517	17,179	38,696
Other	645,081	14,888	659,969
Depreciation	231,959	4,747	236,706
In-kind	1,147,978	-	1,147,978
Total functional expenses	<u>\$ 22,119,338</u>	<u>\$ 735,161</u>	<u>\$ 22,854,499</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United State of America.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic – 958) - Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has presented these statements accordingly. The ASU has been applied retrospectively to all periods presented.

Financial Statement Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any 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 board of directors.

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by 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 restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Organization had net assets with donor restrictions of \$507,415 and \$702,853 at February 28, 2019 and 2018, respectively. See **Note 13**.

Income Taxes

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2015.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2016 through 2019), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

Use of Estimates

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

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a)

create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$829,924 and \$1,147,978 in donated facilities, services and supplies for the years ended February 28, 2019 and 2018, respectively, as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$35,519 and \$292,141 for the years ended February 28, 2019 and 2018, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$793,945 and \$846,237 for the years ended February 28, 2019 and 2018, respectively.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$9,600 for the year ended February 28, 2018. There was no donation for the year ended February 28, 2019.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2019 and 2018 totaled \$54,461 and \$32,655, respectively.

Inventory

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been presented in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

<u>Expense</u>	<u>Method of allocation</u>
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

2. **LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 1,411,762	\$ 1,751,685
Accounts receivable	2,321,041	2,993,405
Investments	102,522	98,753
Line of credit available	<u>200,000</u>	<u>200,000</u>
Total financial assets	<u>4,035,325</u>	<u>5,043,843</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	507,415	702,853
Less net assets with time restrictions to be met in less than a year	<u> -</u>	<u> -</u>
Amounts not available within one year	<u>507,415</u>	<u>702,853</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 3,527,910</u>	<u>\$ 4,340,990</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,880,000 and \$3,530,000 respectively, at February 28, 2019 and 2018.

3. **ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2019 and 2018. The Organization has no policy for charging interest on overdue accounts.

4. **REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$998,332 and \$1,187,333 as of February 28, 2019 and 2018, respectively.

5. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2019 and 2018 totaled \$184,961 and \$202,725, respectively.

6. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2019 and 2018, the annual lease expense for the leased facilities was \$480,258 and \$479,964, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2020	\$ 468,715
2021	368,835
2022	104,206
2023	103,206
2024	103,206
Thereafter	<u>972,603</u>
Total	<u>\$ 2,120,771</u>

7. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$377,163 and \$369,827 at February 28, 2019 and 2018, respectively.

8. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (5.50% and 4.50% at February 28, 2019 and 2018, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2019 and 2018.

9. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	\$ 649,372	\$ 773,551

3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.

64,943 71,843

7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.

250,339 290,132

Total
Less amounts due within one year

964,654 1,135,526
183,269 172,745

Long term portion

\$ 781,385 \$ 962,781

The scheduled maturities of long-term debt as of February 28, 2019 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2020	\$ 183,269
2021	194,445
2022	206,317
2023	218,926
2024	133,205
Thereafter	<u>28,492</u>
	<u>\$ 964,654</u>

10. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Land	\$ 168,676	\$ 168,676
Building and improvements	4,580,996	4,465,544
Equipment and vehicles	<u>5,979,321</u>	<u>6,227,722</u>
	10,728,993	10,861,942
Less accumulated depreciation	<u>6,330,580</u>	<u>6,936,808</u>
Property and equipment, net	<u>\$ 4,398,413</u>	<u>\$ 3,925,134</u>

Depreciation expense for the years ended February 28, 2019 and 2018 was \$330,491 and \$236,706, respectively.

11. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2019.

During the year ended February 28, 2018, the Corporation for National and Community Service (CNCS) conducted a monitoring of its program and found that the Organization was not in full compliance with the program requirements. As a result, CNCS disallowed \$37,000 of grant expenditures. The Organization returned the funds in full during April 2018.

12. CONCENTRATION OF RISK

For the years ended February 28, 2019 and 2018, approximately \$12,000,000 (48%) and \$11,000,000 (47%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	137,743	127,746
Elder Services	200,912	390,089
NH Rotary Food Challenge	5,068	5,068
Common Pantry	5,534	5,912
Caring Fund	11,811	14,272
Agency – FAP	6,342	14,746
Agency Head Start	137,967	140,979
Other Programs	<u>1,375</u>	<u>3,378</u>
Total net assets with donor restrictions	<u>\$ 507,415</u>	<u>\$ 702,853</u>

14. **RELATED PARTY TRANSACTIONS**

The Organization is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development.

There was \$139,441 due from CAPBMC Development Corporation at both February 28, 2019 and 2018.

The Organization serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 28, 2019 and 2018 was \$185,937 and \$114,032, respectively and is included in accounts receivables.

15. **RECLASSIFICATION**

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

16. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$101,522 and \$97,753 at February 28, 2019 and 2018, respectively.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 28, 2019 and 2018, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

	<u>2019</u>	<u>2018</u>
Beginning balance – mutual funds	\$ 97,753	\$ 84,225
Total gains (losses) – mutual funds	3,769	9,528
Purchases	<u>-</u>	<u>4,000</u>
Ending balance – mutual funds	<u>\$ 101,522</u>	<u>\$ 97,753</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization also has \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 28, 2019 and 2018.

17. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 16, 2020, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2019**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Head Start	93.600		01CH2052-04-01/01CH2052-05-01	\$ 4,242,642	
Low Income Home Energy Assistance Program	93.508	State of New Hampshire	G-17/18B1NHLJEA	4,378,659	
Low Income Home Energy Assistance Program-WX	93.508	State of New Hampshire	G-17/18B1NHLJEA	255,523	
Low Income Home Energy Assistance Program-HRRP	93.508	State of New Hampshire	G-17/18B1NHLJEA	171,400	
			TOTAL	4,805,624	
Community Services Block Grant	93.568	State of New Hampshire	G-18B1NHCOSR	405,924	
Social Services Block Grant-Home Delivered & Congregate	93.667	State of New Hampshire	05-95-48-481010-8255	314,786	
Social Services Block Grant-Service Link	93.667	State of New Hampshire	545-500387	18,487	
			TOTAL	333,285	
TANF CLUSTER					
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-8146	2,821	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-81270000	745,825	
			CLUSTER TOTAL	248,646	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	05-95-48-481010-7872	187,613	
Title III, Part B-SEAS	93.044	State of New Hampshire	G-17/18B1NHLJEA	10,004	
Title III, Part C-Congregate Meals	93.045	State of New Hampshire	05-95-48-481010-7872	133,829	
Title III, Part C-Home Delivered	93.045	State of New Hampshire	05-95-48-481010-7872	290,410	
NSIP	93.053	State of New Hampshire	1058477	397,522	
			CLUSTER TOTAL	1,018,378	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire		514,166	
Child Care Mandatory & Matching Funds of the CCDF	93.586	State of New Hampshire		44,808	
			CLUSTER TOTAL	558,974	
MEDICAID CLUSTER					
Medical Assistance Program	93.778	State of New Hampshire	102-600731	92,382	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	84,386	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	U82P8003655	8,519	
MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER					
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire	05-95-90-902010-0831	111,058	
ACA - Aging & Disability Resource Center	93.517	State of New Hampshire	102-500731	12,521	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	47,245	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	15,506	
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire	102-600731	24,230	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	7,878	
			HHS TOTAL	\$ 12,018,155	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	184NH703WY1003	\$ 780,651	
WIC Grants to States	10.578	State of New Hampshire	174NH781W5413	28,555	
Senior Farmers Market	10.576	State of New Hampshire	15164NH083Y8303	71,243	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	238,155	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	157,273	

See Notes to Schedule of Expenditures of Federal Awards

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS THROUGH NAME</u>	<u>IDENTIFYING NUMBER</u>	<u>FEDERAL EXPENDITURES</u>	<u>PASSED THROUGH TO SUB-RECIPIENTS</u>
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10 565	State of New Hampshire	15154MHS14YB005	\$ 544,048	\$ 345,945
Emergency Food Assistance Program-Administration	10 568	State of New Hampshire	61750000	218,285	
Emergency Food Assistance Program	10 569	State of New Hampshire	61750000	1,592,513	1,592,513
			CLUSTER TOTAL	2,354,826	
Trade Mitigation	10 178	State of New Hampshire	NONE PROVIDED	503,391	503,391
Rural Housing Preservation Grant	10 433			9,826	
			USDA TOTAL	\$ 4,173,920	\$ 2,441,849
CORPORATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94 016		16SCANH001	\$ 380,743	
			CNCS TOTAL	\$ 380,743	
US DEPARTMENT OF TRANSPORTATION					
Formula Grants for Rural Areas-Concord Transit	20 509	State of New Hampshire-Department of Transportation	NH-18-X046	\$ 561,001	
TRANSIT SERVICES PROGRAMS CLUSTER					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20 513	State of New Hampshire-Department of Transportation	NH-18-X043	41,190	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20 513	State of New Hampshire-Department of Transportation	NH-18-X043	42,168	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20 513	State of New Hampshire-Department of Transportation	2 buses	475,096	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20 513	Merrimack County	NH-65-X001	48,499	
			CLUSTER TOTAL	607,855	
FEDERAL TRANSIT CLUSTER					
Bus and Bus Facilities Formula & Discretionary Program	20 526			5,985	
			DOT TOTAL	\$ 1,175,841	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Supportive Housing Program-Outreach	14 235	State of New Hampshire	05-05-42-423010-7927-102-500731	\$ 169,859	
Supportive Housing Program-Horseless	14 235	State of New Hampshire	NONE PROVIDED	25,916	
Supportive Housing Program	14 235	State of New Hampshire	05-05-42-423010-7927-102-500731	86,838	
			TOTAL	292,413	
Emergency Solutions Grant	14 231	State of New Hampshire	05-05-42-423010-7927-102-500731	110,347	
Continuum of Care Program	14 267	State of New Hampshire	05-95-42-423010-7927-102-500731	82,226	
			HUD TOTAL	\$ 494,986	
US DEPARTMENT OF ENERGY					
Weatherization Assistance for Low Income Persons	81 042	State of New Hampshire	EE0006169	\$ 183,288	
			DOE TOTAL	\$ 183,288	
US DEPARTMENT OF LABOR					
Senior Community Service Employment Program	17 235	State of New Hampshire	1044701	\$ 422,694	
WAWMOA CLUSTER					
WAWMOA - Adult Program	17 258	Southern New Hampshire Services	0510-53360000-102-500731	60,308	
WAWMOA - Dislocated Worker Formula Grants	17 278	Southern New Hampshire Services	0510-53360000-102-500731	47,081	
			CLUSTER TOTAL	107,389	
			DOL TOTAL	\$ 530,073	
			TOTAL	\$ 18,897,006	\$ 2,441,849

See Notes to the Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2019**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD COMMODITIES AND VEHICLES

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Community Action Program Belknep-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the 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, the financial statements of Community Action Program Belknep-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2019 and 2018, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated January 16, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknep-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknep-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknep-Merrimack Counties, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2019-001 that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 16, 2020

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2019. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2019.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Seane McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 16, 2020

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2019**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. One material weakness relating to the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Aging Cluster, 93.044, 93.045 and 93.053, Social Services Block Grant 93.667, U.S. Department of Agriculture, Women, Infants and Children 10.557, U.S. Department of Transportation, Formula Grants for Rural Areas 20.509, Enhanced Mobility of Seniors and Individuals with Disabilities 20.513.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2019-001

Condition: The financial statements presented to the auditor at the beginning of fieldwork understated net income by a material amount. This was primarily the result of improper cut off due to revenue related to the fiscal year under audit being recorded to the subsequent period.

Criteria: The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis and a review is completed prior to closing the financial records for the year.

Cause: The Organization lost staff and their accumulated knowledge of Fiscal Department processes and procedures. This led to general ledger entries being posted late or mis-posted.

Effect: Significant adjusting journal entries were proposed by the auditor to ensure accurate revenue cut off for the period under audit. Additionally, the auditor proposed a significant adjusting entry to reduce expenses as a result of workers' compensation insurance expenses being over-accrued.

Recommendations: The auditors recommend that the Organization implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. Further, the auditors recommend that the financial closing process be simplified and include a review of all significant balance sheet and profit and loss accounts.

Views of Responsible Officials: Staff turnover and short staffing resulted in the errors leading to this finding. Agency Officials recognize the need to ensure the presence of qualified staff for operational continuity. The Organization will implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. The Director of Finance will also develop procedures to produce financial reports on a periodic basis.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

Jeanne Agri

PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH

Executive Director

2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH

Education and Nutrition Operations Director

2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

Director of Child Development Programs

2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research-based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities, and transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customer expectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs 1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

Area Manager/Education Manager 1997-1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

Child Care Center Director/Site Manager 1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

New Hampshire Technical College, Nashua, NH

Instructor 1995-1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

EDUCATION

Southern New Hampshire University, Manchester, NH
Master's in Business Administration

June 2017

Notre Dame College, Manchester, NH
Bachelors of Arts in Elementary Education

1981

MICHAEL TABORY

SUMMARY OF QUALIFICATIONS

Over 20 years of demonstrated leadership in non-profit, corporate, and consulting management and supervisory roles, including Human Resources, Information Management & Technology Infrastructure, Project Management, Operations Management, and Sales & Marketing Management.

HIGHLIGHTS

- Strong decision making and multi-tasking skills in a dynamic business environment.
- Effective utilizing a Strength Based approach to leadership and management through the identification of strengths, qualities and skills of individuals.
- Excellent verbal and written communications skills in a business environment.
- Strong analytical and problem solving skills.
- Demonstrated skills in business process analysis, requirements definition and project scoping for software solutions and implementation.
- Proven experience managing compliance with Federal and State program regulations.
- Open minded, with a positive attitude.

PROFESSIONAL EXPERIENCE

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

PO Box 1016, Concord, NH 03302

October 2018 – Present

Deputy Director

- Assists the Executive Director in the financial management, operations management and execution of the mission of Community Action Program Belknap-Merrimack Counties, Inc.
- Works closely with the Executive Director and in partnership with the entire staff, to ensure the smooth operation of the organization's key day-to-day functions.
- Oversees the personnel structure of the Agency and ensures compliance with federal, state and local laws and regulations and agency personnel policies.
- Develops collaborative professional relationships with other Agency staff, community-based providers and regulatory/funding sources.
- Performs program oversight and management, including interviewing, hiring, scheduling, training, supervising, evaluating and developing subordinate staff, and resolving employee problems; assigns tasks to maximize individual and team performance; ensures compliance with Agency policies and procedures.
- Provides oversight and leadership of Agency technology infrastructure, and works with Executive Director to develop facilities grown
- Assists Board of Director subcommittees with their role in planning, monitoring and evaluating the Agency's programs.

SOUTHERN NEW HAMPSHIRE SERVICES

PO Box 5040, Manchester, NH 03108

August 2006 – October 2018

Human Resources Director (March 2009 – October 2018)

- Manage all agency Human Resource office functions.
- Responsible for ensuring compliance with all Federal and NH State labor law, including but not limited to ADA, FMLA, FLSA, Anti-Discrimination, wage and hour.
- Work with leadership team in the ongoing development, review and revision of agency Personnel Policies.

- Provide leadership, guidance, and training to agency directors, managers and supervisors regarding hiring, performance management, disciplinary action and employment termination.
- Recommend and assist in coordination of technology infrastructure, including mission critical information management software solutions, telecommunications, and connectivity.
- Introduced and led the implementation process of migrating the agency's Human Resource Management and Payroll to a cloud based solution.
- Defined, designed and led the implementation of the agency intranet (iNet). Maintain content of iNet and provide technical support to agency website content and site maintenance.
- Coordinate purchase requisition and receiving for all agency technology purchases including computers, tablets, software, and printers to ensure consistency and compatibility of products placed on our network, and support by MIS department.
- Participate in agency insurance renewal decisions and maintenance, including Health, Vision, Dental, Property and Casualty, Directors and Officers, Workers Compensation.
- Act as Safety Coordinator in conjunction with the agency Joint Loss Committee.

WIA Quality Assurance Manager and Statewide Monitor (August 2006 – March 2009)

- Responsible for reviewing and ensuring eligibility and federal compliance of all WIOA participants.
- Provide eligibility and data validation training to all WIA staff.
- Maintain WIA Operations Manual.
- Contribute and review program grant submissions.
- Responsible for on-site program monitoring of all WIA Career Navigators statewide including subcontracted CAP agencies to ensure program compliance with federal regulations.

THE WILLIAM PALMER HOMESTEAD GROUP

PO Box 916, Milton, NH 03851

November 2001 – August 2006

Owner/Independent Consultant

- Database and Website architecture, design, development, and maintenance.
- Small and large scale Project Management.
- Office workflow analysis.
- Graphic Design and Marketing Support.

CHORUSAMERICA, LLC

650 Islington Street, Portsmouth, NH 03801

April 2001 – October 2001

Project Manager/Consultant & Business Development Manager

- Responsible for all aspects of planning and managing implementation of eBusiness solutions for Fortune 1000 companies, including resource allocation, budgeting, and time management.
- Responsible for working with clients and developers to define Design Specifications, Project Scope, and Project Plans.
- Define Marketing campaigns; produce marketing collateral and customer communications, presentations and corporate message.

PREFERRED CAPITAL CORPORATION

100 Main Street, Suite 150, Dover, NH 03820

March 1998 – January 2001

Credit Manager / Human Resources Manager / MIS Manager

- Define and implement credit department policies and procedures for the New Hampshire office.
- Responsible for relationship and communication with national funding sources.
- Responsible for recruiting, interviewing, hiring, discipline and morale of office personnel.
- Responsible for definition and enforcement of company policies and overall office operations.
- Ensure smooth operation of office technology including, network, phone system, and end user support.
- Provide Marketing Creative, Collateral and Support, Sales Statistics and Analysis.

CABLETRON SYSTEMS, INC.

35 Industrial Way, Rochester, NH 03867

February 1992 – March 1996

SPECTRUM International Partners Program Manager

- Provide marketing support and recruit new network technology manufacturers and vendors for product integration with Cabletron's SPECTRUM.
- Responsible for marketing and managing the Partners Program and its staff.

Software Engineer

- Responsibilities include technical leadership and project coordination in multi-engineer and cross-departmental projects.
- Responsible for all phases of development of mission critical information management applications.

ADDITIONAL EXPERIENCE

- Town of Milton NH Zoning Board of Adjustment – Chairperson.
- Town of Milton NH Planning Board – Chairperson.
- Friends of the Milton Free Public Library (non-profit organization) – Chairperson.
- Over 10 years of customer service and sales experience and over 3 years of sales leadership.
- Landlord – owner-occupied three-unit historic residence.
- Greyhound Pets of America – volunteer and foster home.

EDUCATION

SOUTHERN NEW HAMPSHIRE UNIVERSITY

Portsmouth, NH – MBA coursework

UNIVERSITY OF NEW HAMPSHIRE

Durham, NH - Bachelor of Science - Computer Science 1991

UNIVERSITY OF LANCASTER

Lancaster, Lancashire, England - Computer Science - 1987-1988

Holy Rosary Regional Credit Union
Chief Financial Officer

Rochester, New Hampshire
May 2000 – September 2004

- Analyzed financial performance compared to long-term operational goals, budgets and forecasts
- Prepared and reported on strategic plans, budgets, and forecasts, including variance analysis
- Conducted financial analysis projects and modeling, including product and cost center profitability
- Prepared, reviewed, and presented financial and investment reports for the Boards of Directors, the CEO and the executive leadership team, auditors and regulators
- Evaluated investment / liability profitability and reviewed security transfers
- Managed cash and investments, including administration and analysis
- Developed and implemented accounting/financial policies, procedures and processes
- Administered general ledger accounting, accounts receivable, and accounts payable
- Implemented systems and software to provide financial and operational information
- Supervised general ledger system and back office operations – deposit accounts, cards, and loans
- Managed accounting, finance, and other staff as required
- Negotiated and administered vendor contracts

Beverly Co-operative Bank
Assistant Treasurer & Comptroller

Beverly, Massachusetts
May 1997 - May 2000

- Analyzed financial performance compared to long-term operational goals, budgets and forecasts
- Prepared and reported on strategic plans, budgets, and forecasts, including variance analysis
- Conducted financial analysis projects and modeling, including product and cost center profitability
- Prepared, reviewed, and presented financial and investment reports for the Boards of Directors, the CEO and the executive leadership team, auditors and regulators
- Evaluated investment / liability profitability and reviewed security transfers
- Managed cash and investments, including administration and analysis
- Developed and implemented accounting/financial policies, procedures and processes
- Administered general ledger accounting, accounts receivable, and accounts payable
- Implemented systems and software to provide financial and operational information
- Supervised general ledger system and back office operations – deposit account, cards, and loans
- Evaluated investment and liability profitability and reviewing security transfers
- Managed accounting, finance, and other staff as required
- Supervised human resource, benefits, and payroll administration
- Administered small company LAN/WANs, personal computers, and software
- Negotiated and administered vendor contracts

Salem Five Cents Savings Bank
Financial Analyst

Salem, Massachusetts
June 1996 - May 1997

- Conducted financial analysis projects and modeling, including product and cost center profitability
- Prepared financial analysis and reports for the Board of Directors and Board sub-committees – including cost center and product profit analyses
- Evaluated investment / liability profitability and reviewed security transfers

PNC Bank, New England
Treasury Analyst

Boston, Massachusetts
May 1995 - June 1996

- Developed budgets and project plans, forecasted financial results
- Prepared financial analysis and reports for the Board of Directors and Board sub-committees – including cost center and product profit analyses

- Evaluated investment / liability profitability and reviewed security transfers
- Managed cash and investments, including administration and analysis

PNC Bank, New England
Accountant

Boston, Massachusetts
May 1994 - May 1995

- Prepared general ledger entries, reconciled accounts, supervised general ledger accounting, accounts receivable, and accounts payable

Federal Deposit Insurance Corporation
Operations Officer/Liquidation Specialist

Westborough, Massachusetts
May 1993 - May 1994

- Administered FDIC accounting/financial policies and procedures for failed bank resolutions
- Evaluated asset and liability financial values
- Prepared and reviewed financial reports
- Prepared general ledger entries

Federal Deposit Insurance Corporation
Operations Officer/Liquidation Technician

Westborough, Massachusetts
October 1992 – May 1993

Workers Compensation Research Institute
Research Associate

Cambridge, Massachusetts
June 1990- August 1991

Educational Experience

Northeastern University
Master of Arts in the Economics of Money and Finance

GPA 3.78
June 1990

Plymouth State College
Bachelor of Arts in Political Science, Minor in Economics

GPA 3.24
May 1988

Publications

Boden, L. I., Kern, D. E., & Gardner, J. A. (1991). Reducing litigation: Using disability guidelines and state evaluators in Oregon. Cambridge, MA: Workers Compensation Research Institute.

Other Skills

Software and Computers: ArcGIS, Microsoft Office with extensive experience with Word and Excel (including macros, indices, conditional lists, arrays, pivot tables, and lookups), Salesforce.com, reporting software, and programming

Volunteer Experience

Board of Directors, Seacoast Land Trust; Selectman and Planning Board, Greenland, NH; Rochester Region Campaign Chair, United Way of the Greater Seacoast

References Provided Upon Request

SUZANNE L. DEMERS, MBA

Executive Management

- C-Level Collaboration • Negotiation • Brand & Public Image
- Resource Optimization • Marketing Campaigns • Year-over-Year Growth

Accomplished and creative executive possessing multifaceted experience and a proven ability to revitalize organizations, initiate organization wide strategy, and capture untapped opportunities for growth. Results-oriented, decisive leader; adept at forging lucrative relationships with key partners, vendors, and clients.

Executive Highlights

Negotiated HMO, PPO and State funding for dual diagnosis treatment hospital with an increase payment from 3 to 7 days.

Led sales efforts and cultivated business relationships to drive 30%-40% new client revenue annually, with emphasis on creative marketing strategies and rebranding services.

Led weekly meetings with executive leadership to identify opportunities for improvement, establish milestones and tailor services for key clients

Executive Performance

Community Action Program Belknap-Merrimack Counties (2018-present)

Director of Elder Service

Responsible for all aspects of programs: Meals on Wheels, senior centers, Merrimack County ServiceLink Resource Center, NH Senior Companion Program and other community-based services for older adults.

Responsible for all internal/external marketing, fundraising and grant writing. Manager over one hundred and fifty employees.

Scott Farrar at Peterborough (2016-2018)

MARKETING DIRECTOR

Manage Market Sales process of the community to achieve and maintain 100% occupancy for the community. Managed internal and external events and trainings. Organized and attended networking opportunities building a strong reputation. Maintain census that reflects over all operations budget.

American Red Cross, Massachusetts (2015- 2016)

District Manager

Led a team of 10 Account Managers to achieve second place in the Nation for Blood Collection for 2015 with Operating efficiency of 95%. Recruited to lead sales and drive accelerated growth of Red Cross blood services donor recruitment while managing 10 staff in two offices; increased advisor appointment ratios from 0.9% to 2% and sales conversion ratio from 1.5% to 3% by communicating sales opportunities and coaching advisor on marketing best practices. Researched market penetration and viability, developed strategies and coinciding reports to track results; trends, profitability, and areas of opportunity, then adjusted strategies as needed. Developed and led monthly meetings with COO, CEO and Executive Directors to build One Red Cross brand.

American Red Cross, Massachusetts (2013-2015)

Business Development Manager

Aggressively identified, recruited and developed new and lapsed business development resulting in exceeding annual goal for blood collection for the State of Massachusetts. Achieved 110% of goal with operating efficiency of 94% annually. Research targeted accounts and individuals for strategic growth opportunities. Responsible for directing business development for large business, military and educational accounts; acted as the key person for negotiation of issues with Executive levels with high profile accounts. Created, developed and implemented National training for Account Managers with new branding material of One Red Cross. Recruited, hired and training new Business Development Managers for Massachusetts.

Catholic Charities (2006-2012)

Director of Marketing/Social Worker/Admission

Established and maintained strong relationship with critical referral organizations; increase therapy services for higher billable hours. Acted as the face of Catholic Charities within the Monadnock Region for Annual Appeal and other funding needs. Assisted the non-profit organization Monadnock At Home with startup for two years. Key role of securing new customers and working with key department heads to ensure a smooth transition for residents and families for optimal satisfaction. Train and mentor staff in areas of customer service. Act as the Ethics Officer to ensure all rights are maintained.

Beech Hill Hospital (1997-1999)

Marketing Coordinator

Negotiated and Managed state, HMO and PPO contracts. Developed and implemented managed care strategy based on dual diagnosis clinical model. Acted as the first point of contact for new prospects and clients through the organization with tours and information. Daily and weekly meetings regarding census, legal issues and training needs; supported team in implementing strategy for plan of correction. Acted as the first point of contact for State of NH visits.

ORGANIZATIONAL LEADERSHIP

- Led and monitored complex projects and worked cross-functionally with various internal groups to determine project scope, requirements, and resources; managed RFP's and determined best practices while ensuring project activities aligned with business objectives.
- Analyzed funding source of private, HMO and PPO to create and implement marketing strategy to ensure organizations profitability.
- As Ethics Officer for training, investigation and reporting to legal counsel when necessary.

- Experiences, results-driven leader who accelerates customer success, delivers implementation results, and champions adoption; record of accomplishments with high client satisfaction and a showcase of successful project delivery.
- Managed weekly payor source meetings for patient care plan; reviewed with the team best plan of action for the patient and organization.

WORKSHOPS, TRAINING, AND SEMINARS

- Created training module for on boarding Red Cross employees with vision of One Red Cross
- Staff Trainer and safety officer; train and retrain staff to maintain a safe work environment reduce injury
- Ethic's officer in Long Term, Assisted Living and Residential program
- Developed client orientated operations manual with detailed staff functions
- Staff Trainer for Self Determination in focused area of Developmental Disability, Elderly and Traumatic Brain Injury
- Staff trainer of Learning Styles with staff – increase connectivity with clients and co-worker

EDUCATION

MASTER OF BUSINESS ADMINISTRATION, 2001
Franklin Pierce University, NH

BACHELOR OF SCIENCE, 1995
Keene State College, NH

ASSOCIATE DEGREE CHEMICAL DEPENDENCY 1995
Keene State College, NH

AFFILIATIONS

Board of Directors Red Cross NH/VT 2017-2019

Red Cross Bio-Med Chair 2017-2019

Chamber of Commerce Peterborough/Jaffrey 2016-2018

Peterborough Woman's Club 2017-2018

Children's Friends, 2014-2016

Monadnock At Home 2011-2013

Board of Directors: New Hampshire Dance Institute 2006-2008

Grand Circle Community Resource Team 2002-2003

Jennifer Ho-Sue
974 Catamount Rd. Pittsfield, NH 03263
(603)397-7367 jennifer0544@yahoo.com

Objectives

I am looking to join an energetic professional team where I can use the knowledge that I have gained to improve any given situation or business. I can easily work independently or within a group setting. I have strong leadership skills learned through years of experience. I adapt easily to change and handle stress well. I thrive in fast-paced multifaceted environments. I am also looking for an organization where I have the ability and the encouragement for continued learning and growth both intellectually and within your organization.

Experience

Program Manager 3/2016 - Current

ServiceLink Resource Center of Merrimack County - Concord, NH 03301

Responsible for overall site operations and team process management, including performance measurement, training and or coordination of training for all staff, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight and is accountable to the Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the BEAS ServiceLink Resource Center Program Manager. Maintains an environment within the SLRC that attracts, motivates, and retains qualified professionals and volunteers. Oversight and accountability of all day-to-day processing of ServiceLink Resource Center site programs evaluations including operational reports, quality reports, State and Federal reports to Bureau of Elderly and Adult Services (BEAS) and Federal reports to the Administration on Aging and Centers for Medicare and Medicaid by designated time frames;

Program Manager 12/2014 - 3/2016

ServiceLink Resource Center of Strafford County - Rochester, NH 03867

Responsible for overall site operations and team process management, including performance measurement, training and or coordination of training for all staff, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight and is accountable to the Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the BEAS ServiceLink Resource Center Program Manager. Maintains an environment within the SLRC that attracts, motivates, and retains qualified professionals and volunteers. Oversight and accountability of all day-to-day processing of ServiceLink Resource Center site programs evaluations including operational reports, quality reports, State and Federal reports to Bureau of Elderly and Adult Services (BEAS) and Federal reports to the Administration on Aging and Centers for Medicare and Medicaid by designated time frames;

Administrative Supervisor V - 05/2007 - 09/2013

State of New Hampshire, DHHS, Division of Client Services - Rochester, NH 03867

Supervised DHHS Rochester District Office for Division of Client Services of 20+ staff. Also recruited, trained and managed multiple volunteers. Ensured that over 50 Federal and State funded welfare programs (TANF, Food Stamps, and Medicaid) were administered correctly, efficiently and in a timely manner. Responsible for staff training and development. Prepared reports to document program timeliness and quality. Kept over time budgets balanced. Daily ongoing supervision duties within the office, included but were not limited to management of all staff, maintaining staff records to be used in reviews of employees, disciplinary actions and/or promotions. Maintained relations with other State Agencies and offices. Utilized a proactive management style vs. reactive style and used my own supervisor and staff to assist with input before any plan was formulated. All changes were well thought out before implementation. Held monthly staff meeting to keep my own staff up to date on any changes.

ServiceLink Network Coordinator 1/2003- 5/2007

State of New Hampshire, DHHS, Bureau of Elderly and Adult Services - Concord, NH 03301
ServiceLink Resource Center (SLRC) is an information and referral organization for elderly and disabled individuals, providing assistance with counseling and other referrals, with a focus on continued community living vs. nursing home placement. SLRC also has a Caregiving Program for families who are living with such issues as stated above. Responsibilities included assisting in 10 State contracted ServiceLink Resource Center (SLRC) tasks with hiring and employee education. Traveled Statewide to ensure State contract terms were meeting all requirements, such as fiscal responsibility, program implementation, computer programming and program integrity. Traveled locally and nationally to represent New Hampshire's SLRC program and speak about the growing elderly and disabled population and the programs provided by the SLRC in New Hampshire. Held education sessions on elder/disability issues with community partners, government officials, law enforcement personnel and the general public through classes, seminars and meetings. Active on the planning board for the Conference on Aging. Assisted in workshop recruitment, publications, guest speakers, and budgeting. COA is an annual event: <http://nhconferenceonaging.org/>

Policy Writer, Researcher • 08/2001 - 01/2003

State of New Hampshire, DHHS, Division of Client Services - Concord, NH 03301
Responsible for researching and drafting State rules and program policies to ensure State and Federal compliance with program implementation. Researched Federal rules and regulations in order to ensure State program continuity. Readopted expiring laws and rules. Prepared rules for presentation to and approval from the Governor's Executive Council and other pertinent legislative committees. Followed such rules through the NH rule-making process. Proof read and edited co-worker's work when needed.

Social Services Assistant • 09/2000 - 08/2001

Rochester Manor Nursing Home: Whitehall Rd. Rochester NH 03867
Assisted families through the registration process of a long-term care facility. Educated patients and families with the long-term care system in New Hampshire. Documented resident's social condition in patient charts on a regular basis. Provided education and support to residents and families through the end of life process. Interacted daily with residents and their families to communicate to ensure emotional needs of both were being met. Attended weekly care management meetings with residents and the families in the short term skilled nursing wing where current, future, or discharge planning was contemplated. Assisted patients and families when transition to long-term care placement became questionable.

Family Services Specialist II- 01/1998 -09/2000

State of New Hampshire, DHHS, Division of Client Services - Rochester, NH 03867
Responsible for determining client financial eligibility for over 50 State and Federal welfare programs. Interviewed up to five new applicants for eligibility daily. Managed caseload of 500 + families, providing biannual face to face case reviews and continual case management. Provided community referrals for additional assistance. Aided clients with additional applications such as housing and Social Security. Assisted coworkers managing their own caseload and supervised office when needed. Jennifer Hosue Page 3

Skills

- Able to communicate, train and lead staff to improve program integrity and compliance
- Excel in morale building techniques that reduce employee turnover
- Experienced in public speaking in small to large meeting setting
- Skilled in State and local focus groups, strong ability to facilitate meetings
- Planned all process changes utilizing both tactical and strategic strategies and projected outcomes
- Ability to translate broad goals into achievable steps
- Professional and prompt when responding to public complaints and/or requests for information
- Able to gather and analyze data for studies and develop recommendations based on findings
- Ability to collaborate with management and community partners
- Proficient in Microsoft programs (Word, Excel, Power Point)
- Advanced writing and oral skills
- Creative problem solver and multi-tasker

Education

Bachelor of Arts: English & Sociology, University of New Hampshire (2006)

Public Supervisor/Manager Certification, Franklin Pierce College (2004)

CIRS A/D-Certification for I&R Specialist, Alliance of Information and Referral Systems (2003)

SHIP Program Specialist Certified – Medicare Specialist (2016)

SMP Certified – (2017)

Person Centered Counseling – (2017)

References supplied upon request

Community Action Program Belknap-Merrimack Counties, Inc.

**Department of Health and Human Services
Bureau of Elderly and Adult Services**

**ServiceLink Resource Center of Merrimack County
7/1/2020 – 6/30/2022**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Agri	Executive Director	\$132,651.00	0%	\$ 0.00
Michael Tabory	Deputy Director	\$116,986.00	0%	\$ 0.00
Daniel Kern	Director of Finance	\$ 75,504.00	0%	\$ 0.00
Suzanne Demers	Director of Elder Services	\$ 69,518.00	0%	\$ 0.00
Jennifer Ho-Sue	Merrimack County ServiceLink Resource Center Manager	\$ 50,017.50	100%	\$ 50,017.50

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-03




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


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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 St. Manchester, NH 03103	
1.5 Contractor Phone Number (603) 623-8863	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$821,625.24
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: 7/27/2020		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President/CEO	
1.13 State Agency Signature  Date: 5.1.2020		1.14 Name and Title of State Agency Signatory Christina Tapan, 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: 8/5/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 4/21/20

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

RFA-2021-DLTSS-08-SERVI-03

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928

Easter Seals New Hampshire, Inc

Attachment to Form P-37,
Block 1.6 Account Number

Contractor Initials: RSB

RFA-2021-DLTSS-08-SERVI-03

Page 1 of 1

Date: 4/27/20



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 upon Governor & Executive Council approval or July 1, 2020, whichever is later ("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) 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.



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Hillsborough County excluding the towns of Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.



EXHIBIT B

- 1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.6.1. Meet the needs of individuals.
 - 1.6.2. Are sustained throughout the geographic area.
 - 1.6.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

2.1.1.1.1. Operate as an independent program.

2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.

2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.

2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

2.1.1.2.1. Is an easily accessible area and location.

2.1.1.2.2. Meets all applicable state and local building rules and ordinances.

2.1.1.2.3. Has sufficient space that includes, but is not limited to:

2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.

2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.

2.1.1.2.6. Has barrier-free/handicap access.

2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:

2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.

2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.



EXHIBIT B

- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.



EXHIBIT B

- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by thee Department.



EXHIBIT B

- 2.1.2. Outreach and Education ServicesThe Contractor shall deliver outreach and education services to promote ServiceLink services.
 - 2.1.2.2. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
 - 2.1.2.3. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:
 - 2.1.2.3.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.1.2.3.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.1.2.3.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.1.2.3.4. Feedback loops to monitor and modify outreach and marketing activities as needed.
- 2.2. Consumer Information, Referral and Counseling Services
 - 2.2.1. Information and Referral/Assistance Plan (I&R/A)
 - 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.2.1.1.2. All services and resources available to the population of the geographic region.
 - 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
 - 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.
 - 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.



EXHIBIT B

- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of



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ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:

- 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
- 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
- 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
- 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
- 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition,
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.



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2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:

2.3.1.3.1. NH Family Caregiver Program



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- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
 - 2.4.1.4.7. Participate in an annual program review as determined by the Department.



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- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for ill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
 - 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
 - 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting



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site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).

- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic are served.
 - 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.4.3.2.9. Purchasing media in the local area.
 - 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).



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2.4.4. Senior Medicare Patrol (SM) Services

- 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
- 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
- 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
- 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.

2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)

- 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
- 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
 - 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.



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- 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
- 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.
- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

- 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.



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- 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.
- 3.2. Consumer Eligibility & Enrollment Services
 - 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
 - 3.2.1.4. Demographics of individuals in need of specialized services.
 - 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.



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- 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
- 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:
 - 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
 - 3.3.3.8.2. Number of sessions per caregiver,
 - 3.3.3.8.3. Number of caregivers referred to agencies.



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- 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per	To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS



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	Medicare beneficiaries in the State.	
3.3.4.3.	Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.4.	Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.5.	Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7

- 3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:
- 3.3.5.1. Quarterly SHIP progress reports.
 - 3.3.5.2. Monthly outreach reports.
- 3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	To include: Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2 Implementation of promotional activities for Medicare's Wellness and	Monthly Outreach Activities Report STARS reports to include Client



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	Preventive Screening Services.	Contacts, Outreach and other activity.
3.3.6.3	Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager** – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. **Information and Referral Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.



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- 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
- 4.4.3.4. SMP Foundations training and assessment.
- 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
- 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than 1 full-time equivalent (FTE).
- 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than 2.75 FTE.
- 4.5. **Criminal Background Check and BEAS State Registry Checks**
 - 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.



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- 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
- 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.
- 6. Additional Terms**
- 5.1. Credits and Copyright Ownership
- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.1.3.1. Brochures.
- 5.1.3.2. Resource directories.
- 5.1.3.3. Protocols or guidelines.
- 5.1.3.4. Posters.
- 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 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 must 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,



EXHIBIT B

all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 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.

- 6.2. 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.

7. Exhibits Incorporated

- 7.1. 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.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds,
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
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



EXHIBIT C

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
105 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 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 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and 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:



EXHIBIT C

- 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.
- 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. 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 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Ester Seels New Hampshire, Inc.

Budget Request for: RFA-2021-DLTS-08-SERV-03
Services: Link Aging and Disability Resource Center Services

Budget Period: 7/1/20 - 6/30/21

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 249,048.81	\$ 24,904.88	\$ 274,014.79	\$ -	\$ -	\$ -	\$ 249,048.81	\$ 24,904.88	\$ 274,014.79
2. Employee Benefits	\$ 68,853.69	\$ 6,885.36	\$ 75,519.07	\$ -	\$ -	\$ -	\$ 68,853.69	\$ 6,885.36	\$ 75,519.07
3. Consultants	\$ 5,829.38	\$ 582.93	\$ 6,192.32	\$ -	\$ -	\$ -	\$ 5,829.38	\$ 582.93	\$ 6,192.32
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,953.11	\$ 195.31	\$ 2,148.42	\$ -	\$ -	\$ -	\$ 1,953.11	\$ 195.31	\$ 2,148.42
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,464.83	\$ 146.48	\$ 1,611.32	\$ -	\$ -	\$ -	\$ 1,464.83	\$ 146.48	\$ 1,611.32
6. Travel	\$ 3,755.59	\$ 375.56	\$ 4,131.15	\$ -	\$ -	\$ -	\$ 3,755.59	\$ 375.56	\$ 4,131.15
7. Occupancy	\$ 33,891.18	\$ 3,389.12	\$ 37,060.30	\$ -	\$ -	\$ -	\$ 33,891.18	\$ 3,389.12	\$ 37,060.30
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,154.18	\$ 315.42	\$ 3,469.58	\$ -	\$ -	\$ -	\$ 3,154.18	\$ 315.42	\$ 3,469.58
Postage	\$ 913.21	\$ 91.33	\$ 994.54	\$ -	\$ -	\$ -	\$ 913.21	\$ 91.33	\$ 994.54
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 341.79	\$ 34.18	\$ 375.97	\$ -	\$ -	\$ -	\$ 341.79	\$ 34.18	\$ 375.97
11. Staff Education and Training	\$ 4,328.67	\$ 432.86	\$ 4,761.53	\$ -	\$ -	\$ -	\$ 4,328.67	\$ 432.86	\$ 4,761.53
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 330.58	\$ 33.05	\$ 363.63	\$ -	\$ -	\$ -	\$ 330.58	\$ 33.05	\$ 363.63
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 373,444.81	\$ 37,344.81	\$ 410,812.82	\$ -	\$ -	\$ -	\$ 373,444.81	\$ 37,344.81	\$ 410,812.82

Indirect As A Percent of Direct

10.0%

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Eastar Seels New Hampshire, Inc.

Budget Request for: RFA-2021-DLTS-08-SERVI-03
Service: Link Aging and Disability Resource Center Services

Budget Period: 7/1/21 - 6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 253,995.07	\$ 25,399.51	\$ 279,394.58	\$ -	\$ -	\$ -	\$ 253,995.07	\$ 25,399.51	\$ 279,394.58
2. Employee Benefits	\$ 69,848.83	\$ 6,984.88	\$ 76,833.49	\$ -	\$ -	\$ -	\$ 69,848.83	\$ 6,984.88	\$ 76,833.49
3. Consultants	\$ 5,264.92	\$ 526.49	\$ 5,791.41	\$ -	\$ -	\$ -	\$ 5,264.92	\$ 526.49	\$ 5,791.41
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 976.48	\$ 97.65	\$ 1,074.11	\$ -	\$ -	\$ -	\$ 976.48	\$ 97.65	\$ 1,074.11
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 976.48	\$ 97.65	\$ 1,074.11	\$ -	\$ -	\$ -	\$ 976.48	\$ 97.65	\$ 1,074.11
6. Travel	\$ 3,578.14	\$ 357.81	\$ 3,935.95	\$ -	\$ -	\$ -	\$ 3,578.14	\$ 357.81	\$ 3,935.95
7. Occupancy	\$ 33,888.05	\$ 3,388.80	\$ 37,056.85	\$ -	\$ -	\$ -	\$ 33,888.05	\$ 3,388.80	\$ 37,056.85
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,153.89	\$ 315.39	\$ 3,469.28	\$ -	\$ -	\$ -	\$ 3,153.89	\$ 315.39	\$ 3,469.28
Postage	\$ 513.07	\$ 51.31	\$ 564.38	\$ -	\$ -	\$ -	\$ 513.07	\$ 51.31	\$ 564.38
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 341.76	\$ 34.17	\$ 375.93	\$ -	\$ -	\$ -	\$ 341.76	\$ 34.17	\$ 375.93
11. Staff Education and Training	\$ 938.93	\$ 93.89	\$ 1,032.83	\$ -	\$ -	\$ -	\$ 938.93	\$ 93.89	\$ 1,032.83
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 190.64	\$ 19.06	\$ 209.70	\$ -	\$ -	\$ -	\$ 190.64	\$ 19.06	\$ 209.70
TOTAL	\$ 375,466.62	\$ 37,546.66	\$ 413,013.28	\$ -	\$ -	\$ -	\$ 375,466.62	\$ 37,546.66	\$ 413,013.28
Indirect As A Percent of Direct		10.0%							



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

70 Temple St. Nashua, NH 03060

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

Vendor Name: Easter Seals NH, Inc

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO

Vendor Initials MB
Date 4/27/20



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Easter Seals NH, Inc

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO



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

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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

AD
4/27/20

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: Easter Seals NH, Inc

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO



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

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

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

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

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

Exhibit G

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

Vendor Initials

MB

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

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO

Exhibit G

Vendor Initials MBB

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Easter Seals NH, Inc

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO



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.



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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

3/2014

Contractor Initials

MB

Date

4/27/20



Exhibit I

- e. **Severability.** 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

Christine Tapan
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

May 1, 2020
Date

Easter Seals NH, Inc

Name of the Contractor


Signature of Authorized Representative

Maureen Beauregard
Name of Authorized Representative

President/CEO
Title of Authorized Representative

4-27-2020
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

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO



FORM A

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

1. The DUNS number for your entity is: 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?

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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4/27/20

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.).

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

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4/27/20



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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4/27/20

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

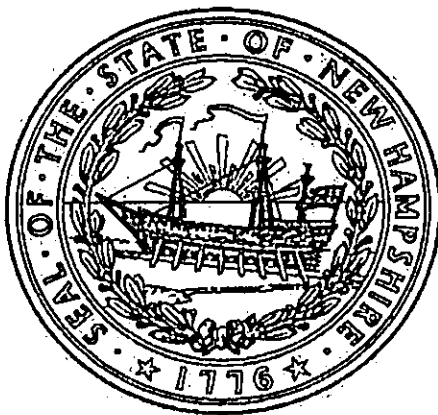
Department of State

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: 0004881223



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "Wm 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 April 8, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maureen Beauregard, President & CEO (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 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: 4-27-20

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

STATE OF NEW HAMPSHIRE

County of Hillsborough

The foregoing instrument was acknowledged before me this 27th day of April, 2020.

By Cynthia Ross
(Name of Elected Clerk/Secretary/Officer of the Agency)

Alycia D. Monroe
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires:

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.

RE: Service Link



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2019

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

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

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: thousman@hayscompanies.com
	INSURER(S) AFFORDING COVERAGE INSURER A: The North River Insurance Company NAIC # 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: 20-21 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	ADDSUBR (INSR) (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"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP. AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	406-731971-7	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Division of Elderly & Adult Services
 Cynthia Carpenter
 129 Pleasant St.
 Brown Building
 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

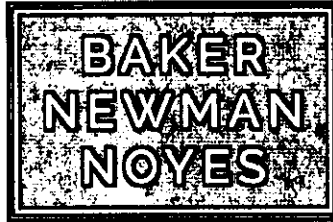
James Hays/GSCHIC

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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, 2019 and 2018
With Independent Auditors' Report*

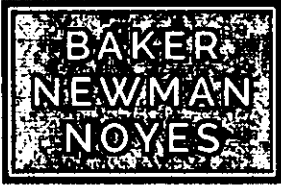
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2019 and 2018

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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, 2019 and 2018, 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, 2019 and 2018, 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.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, in 2019, Easter Seals NH adopted Financial Accounting Standards Board Accounting Standards Update 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*, and applied the guidance retrospectively to all periods presented. Our opinion is not modified with respect to this matter.

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 9, 2019, 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 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 9, 2019

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 3,341,755	\$ 2,365,508
Short-term investments, at fair value	3,094,539	3,002,574
Program, and other accounts receivable, less contractual allowance of \$9,657,800 in 2019, and \$12,719,900 in 2018, and allowance for doubtful accounts of \$2,180,600 in 2019 and \$2,377,500 in 2018	11,408,200	11,083,589
Contributions receivable, less allowance for doubtful accounts of \$63,400 in 2019 and \$66,600 in 2018	499,216	495,957
Current portion of assets limited as to use	403,917	894,523
Prepaid expenses and other current assets	<u>522,436</u>	<u>431,780</u>
Total current assets	19,270,063	18,273,931
Assets limited as to use, net of current portion	1,807,587	1,660,727
Investments, at fair value	12,793,877	12,777,572
Beneficial interest in trust held by others and other assets	139,926	206,608
Fixed assets, net	<u>29,384,642</u>	<u>28,795,786</u>
	<u>\$63,396,095</u>	<u>\$61,714,624</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Line of credit	\$ -	\$ 610,319
Accounts payable	2,655,352	2,722,563
Accrued expenses	6,400,152	5,334,857
Deferred revenue	383,288	704,650
Current portion of interest rate swap agreements	295,305	244,261
Current portion of long-term debt	<u>1,243,661</u>	<u>1,241,671</u>
Total current liabilities	10,977,758	10,858,321
Other liabilities	1,807,587	1,660,727
Interest rate swap agreements, less current portion	2,359,688	1,528,323
Long-term debt, less current portion, net	<u>20,122,563</u>	<u>21,049,598</u>
Total liabilities	35,267,596	35,096,969
Net assets:		
Without donor restrictions	22,045,456	19,284,594
With donor restrictions	<u>6,083,043</u>	<u>7,333,061</u>
Total net assets	<u>28,128,499</u>	<u>26,617,655</u>
	<u>\$63,396,095</u>	<u>\$61,714,624</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 686,410	\$ 310,395	\$ 996,805
Special events, net of related direct costs of \$1,108,200	1,706,856	383,031	2,089,887
Annual campaigns, net of related direct costs of \$105,511	390,714	43,117	433,831
Bequests	391,990	-	391,990
Net assets released from restrictions	<u>2,015,084</u>	<u>(2,015,084)</u>	<u>-</u>
Total public support	5,191,054	(1,278,541)	3,912,513
Revenue:			
Fees and grants from governmental agencies and others, net	66,160,439	-	66,160,439
Other grants	25,376,374	-	25,376,374
Dividend and interest income	606,815	15,749	622,564
Rental income	32,170	-	32,170
Other	<u>212,238</u>	<u>-</u>	<u>212,238</u>
Total revenue	<u>92,388,036</u>	<u>15,749</u>	<u>92,403,785</u>
Total public support and revenue	97,579,090	(1,262,792)	96,316,298
Operating expenses:			
Program services:			
Public health education	252,472	-	252,472
Professional education	74,330	-	74,330
Direct services	<u>84,245,017</u>	<u>-</u>	<u>84,245,017</u>
Total program services	84,571,819	-	84,571,819
Supporting services:			
Management and general	9,047,284	-	9,047,284
Fundraising	<u>923,527</u>	<u>-</u>	<u>923,527</u>
Total supporting services	<u>9,970,811</u>	<u>-</u>	<u>9,970,811</u>
Total functional expenses	94,542,630	-	94,542,630
Support of National programs	<u>103,125</u>	<u>-</u>	<u>103,125</u>
Total operating expenses	<u>94,645,755</u>	<u>-</u>	<u>94,645,755</u>
Increase (decrease) in net assets from operations	2,933,335	(1,262,792)	1,670,543

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2019

	<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 swaps	\$ (882,409)	\$ -	\$ (882,409)
Net unrealized and realized gains (losses) on investments, net	(228,319)	17,047	(211,272)
Decrease in fair value of beneficial interest in trust held by others	-	(4,273)	(4,273)
Loss on sales and disposals of fixed assets	(119,135)	-	(119,135)
Contribution of assets from affiliation – see note 16	1,014,679	-	1,014,679
Other non-operating gains	<u>42,711</u>	<u>-</u>	<u>42,711</u>
	<u>(172,473)</u>	<u>12,774</u>	<u>(159,699)</u>
Total increase (decrease) in net assets	2,760,862	(1,250,018)	1,510,844
Net assets at beginning of year	<u>19,284,594</u>	<u>7,333,061</u>	<u>26,617,655</u>
Net assets at end of year	<u>\$22,045,456</u>	<u>\$ 6,083,043</u>	<u>\$28,128,499</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 1,342,659	\$ 682,437	\$ 2,025,096
Special events, net of related direct costs of \$1,027,034	-	1,954,318	1,954,318
Annual campaigns, net of related direct costs of \$117,055	324,504	56,838	381,342
Bequests	138,000	-	138,000
Net assets released from restrictions	<u>3,157,024</u>	<u>(3,157,024)</u>	<u>-</u>
Total public support	4,962,187	(463,431)	4,498,756
Revenue:			
Fees and grants from governmental agencies and others, net	63,635,700	-	63,635,700
Other grants	22,473,591	-	22,473,591
Dividend and interest income	575,571	15,711	591,282
Rental income	27,050	-	27,050
Other	<u>122,688</u>	<u>-</u>	<u>122,688</u>
Total revenue	<u>86,834,600</u>	<u>15,711</u>	<u>86,850,311</u>
Total public support and revenue	91,796,787	(447,720)	91,349,067
Operating expenses:			
Program services:			
Public health education	254,896	-	254,896
Professional education	23,007	-	23,007
Direct services	<u>79,618,852</u>	<u>-</u>	<u>79,618,852</u>
Total program services	79,896,755	-	79,896,755
Supporting services:			
Management and general	8,566,845	-	8,566,845
Fundraising	<u>1,142,077</u>	<u>-</u>	<u>1,142,077</u>
Total supporting services	<u>9,708,922</u>	<u>-</u>	<u>9,708,922</u>
Total functional expenses	89,605,677	-	89,605,677
Support of National programs	<u>39,036</u>	<u>-</u>	<u>39,036</u>
Total operating expenses	<u>89,644,713</u>	<u>-</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,152,074	(447,720)	1,704,354

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2018

	<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 swaps	\$ 869,089	\$ -	\$ 869,089
Net unrealized and realized gains on investments, net	477,782	75,633	553,415
Increase in fair value of beneficial interest in trust held by others	-	7,606	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	(9,100)
Other non-operating losses	<u>(31,893)</u>	<u>(569)</u>	<u>(32,462)</u>
	<u>1,305,878</u>	<u>82,670</u>	<u>1,388,548</u>
 Increase (decrease) in net assets before effects of discontinued operations	 3,457,952	 (365,050)	 3,092,902
 Loss from discontinued operations – see note 15	 <u>(8,280)</u>	 <u>-</u>	 <u>(8,280)</u>
 Total increase (decrease) in net assets	 3,449,672	 (365,050)	 3,084,622
 Net assets at beginning of year	 <u>15,834,922</u>	 <u>7,698,111</u>	 <u>23,533,033</u>
 Net assets at end of year	 <u>\$19,284,594</u>	 <u>\$ 7,333,061</u>	 <u>\$26,617,655</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2019

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2019	2018
Salaries and related expenses	\$156,831	\$ -	\$65,487,300	\$65,644,131	\$5,801,139	\$ 669,977	\$ 6,471,116	\$72,115,247	\$67,908,410
Professional fees	23,792	17,889	6,836,726	6,878,407	2,038,327	77,780	2,116,107	8,994,514	8,797,056
Supplies	2,609	-	2,372,246	2,374,855	52,264	28,509	80,773	2,455,628	2,417,883
Telephone	556	-	432,634	433,190	207,120	3,675	210,795	643,985	626,432
Postage and shipping	1,467	-	21,875	23,342	22,010	9,801	31,811	55,153	54,773
Occupancy	-	-	2,438,934	2,438,934	350,501	64,594	415,095	2,854,029	2,531,788
Outside printing, artwork and media	20,404	-	7,849	28,253	4,648	18,835	23,483	51,736	50,694
Travel	34	-	2,339,847	2,339,881	24,149	3,395	27,544	2,367,425	2,392,563
Conventions and meetings	21,344	56,441	169,957	247,742	67,148	25,277	92,425	340,167	258,677
Specific assistance to individuals	-	-	1,133,753	1,133,753	52	-	52	1,133,805	1,130,193
Dues and subscriptions	178	-	35,704	35,882	10,706	529	11,235	47,117	65,488
Minor equipment purchases and equipment rental	775	-	214,435	215,210	116,762	5,605	122,367	337,577	364,846
Ads, fees and miscellaneous	24,482	-	172,435	196,917	27,405	10,502	37,907	234,824	193,188
Interest	-	-	797,750	797,750	201,242	-	201,242	998,992	1,024,622
Depreciation and amortization	-	-	1,749,390	1,749,390	123,811	5,048	128,859	1,878,249	1,789,064
Miscellaneous business tax	-	-	34,182	34,182	-	-	-	34,182	-
	<u>\$252,472</u>	<u>\$74,330</u>	<u>\$84,245,017</u>	<u>\$84,571,819</u>	<u>\$9,047,284</u>	<u>\$ 923,527</u>	<u>\$ 9,970,811</u>	<u>\$94,542,630</u>	<u>\$89,605,677</u>
	0.27%	0.07%	89.11%	89.45%	9.57%	0.98%	10.55%	100.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	<u>Program Services ⁽¹⁾</u>				<u>Supporting Services ⁽¹⁾</u>			<u>Total Program ⁽¹⁾ and Supporting Services Expenses</u>
	<u>Public Health Education</u>	<u>Profes- sional Education</u>	<u>Direct Services</u>	<u>Total</u>	<u>Manage- ment and General</u>	<u>Fund- Raising</u>	<u>Total</u>	<u>2018</u>
Salaries and related expenses	\$154,060	\$ -	\$61,302,135	\$61,456,195	\$5,657,065	\$ 795,150	\$6,452,215	\$67,908,410
Professional fees	24,294	-	6,839,875	6,864,169	1,753,842	179,045	1,932,887	8,797,056
Supplies	5,740	-	2,317,739	2,323,479	59,977	34,427	94,404	2,417,883
Telephone	322	-	407,755	408,077	214,817	3,538	218,355	626,432
Postage and shipping	4,155	-	21,036	25,191	20,934	8,648	29,582	54,773
Occupancy	-	-	2,143,852	2,143,852	326,771	61,165	387,936	2,531,788
Outside printing, artwork and media	13,131	-	16,639	29,770	3,206	17,718	20,924	50,694
Travel	377	-	2,364,814	2,365,191	21,669	5,703	27,372	2,392,563
Conventions and meetings	25,854	23,007	170,684	219,545	17,123	22,009	39,132	258,677
Specific assistance to individuals	-	-	1,121,594	1,121,594	8,599	-	8,599	1,130,193
Dues and subscriptions	-	-	18,734	18,734	43,834	2,920	46,754	65,488
Minor equipment purchases and equipment rental	835	-	266,961	267,796	93,482	3,568	97,050	364,846
Ads, fees and miscellaneous	26,128	-	125,526	151,654	37,253	4,281	41,534	193,188
Interest	-	-	829,763	829,763	194,859	-	194,859	1,024,622
Depreciation and amortization	-	-	1,671,745	1,671,745	113,414	3,905	117,319	1,789,064
	<u>\$254,896</u>	<u>\$23,007</u>	<u>\$79,618,852</u>	<u>\$79,896,755</u>	<u>\$8,566,845</u>	<u>\$1,142,077</u>	<u>\$9,708,922</u>	<u>\$89,605,677</u>
	0.28%	0.03%	88.85%	89.16%	9.56%	1.28%	10.84%	100.00%

⁽¹⁾ Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities:		
Increase in net assets	\$ 1,510,844	\$ 3,084,622
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,878,249	1,789,064
Bad debt provision	1,444,413	1,640,474
Bond issuance costs amortization	6,109	6,109
Decrease (increase) in fair value of beneficial interest in trust held by others	4,273	(7,606)
Net loss on sales and disposals of fixed assets	119,135	9,100
Change in fair value of interest rate swaps	882,409	(869,089)
Net unrealized and realized losses (gains) on investments, net	211,272	(553,415)
Donor restricted contributions	(310,395)	(682,437)
Contribution of assets from affiliation	(1,014,679)	-
Changes in operating assets and liabilities:		
Program and other accounts receivable	(1,620,411)	(3,417,878)
Contributions receivable	(3,259)	86,551
Prepaid expenses and other current assets	(90,656)	1,076
Other assets	62,409	259,908
Accounts payable and accrued expenses	839,088	866,572
Deferred revenue	(321,362)	(979,155)
Other liabilities	<u>146,860</u>	<u>242,867</u>
Net cash provided by operating activities	3,744,299	1,476,763
Cash flows from investing activities:		
Purchases of fixed assets	(1,583,861)	(2,145,609)
Proceeds from sale of fixed assets	28,503	-
Change in investments, net	(319,542)	(382,689)
Change in assets limited as to use	343,746	535,158
Cash acquired from assets of affiliation	<u>119,865</u>	<u>-</u>
Net cash used by investing activities	(1,411,289)	(1,993,140)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(1,279,595)	(2,029,914)
Proceeds from long-term debt	222,756	-
Borrowings on lines of credit	(610,319)	610,319
Donor restricted contributions	<u>310,395</u>	<u>682,437</u>
Net cash used by financing activities	<u>(1,356,763)</u>	<u>(737,158)</u>

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

Years Ended August 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Increase (decrease) in cash and cash equivalents	\$ 976,247	\$(1,253,535)
Cash and cash equivalents, beginning of year	<u>2,365,508</u>	<u>3,619,043</u>
Cash and cash equivalents, end of year	<u>\$ 3,341,755</u>	<u>\$ 2,365,508</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 1,009,000</u>	<u>\$ 1,023,000</u>

Certain assets and liabilities were acquired and recorded at their estimated fair values on September 1, 2018 as a result of the affiliation described in note 16.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

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); The Harbor Schools Incorporated (Harbor Schools) through August 31, 2018 (see note 15); Manchester Alcoholism Rehabilitation 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 and Cash Equivalents

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 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 \$3,094,539 and \$2,847,749 as of August 31, 2019 and 2018, respectively.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. 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 and the carrying value of equipment financed by capital leases 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.

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, 2019 and 2018.

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 2019 and 2018 was \$6,109. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. 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 other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, 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 accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2019 and 2018 totaled \$1,444,413 and \$1,640,474 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The decrease in bad debt provision in 2019 is due to a shift in payors for services provided. See also note 6.

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2019 and 2018 were \$9,657,800 and \$12,719,900, respectively. The total contractual adjustments provided in 2019 and 2018 totaled \$59,363,700 and \$50,711,300, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2019 is primarily due to a funding change that took place on January 1, 2019 resulting in the discontinuation of the New Hampshire Health Protection expansion funding (NHHPP). The increase in contractual adjustments in 2018 was primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in services being covered by third-party payors.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

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 \$7,348,000 and \$8,642,000 for the years ended August 31, 2019 and 2018, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools (through the date of its dissolution) and Manchester Alcoholism Rehabilitation 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 accounting principles generally accepted in the United States of America, 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 accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

As of August 31, 2019 and 2018, Easter Seals NH had recognized a liability of \$2,654,993 and \$1,772,584, 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 a decrease in net assets of \$882,409 and an increase of \$869,089 for the years ended August 31, 2019 and 2018, respectively, in the accompanying consolidated statements of activity and changes in net assets.

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 16) and net realized and unrealized gains and losses on investments.

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.

Recent Accounting Pronouncements

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management continues to evaluate the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements. The adoption is not expected to have a material impact on Easter Seals NH's revenue recognition policies.

In February 2016, the FASB issued 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. Guidance was recently issued that extended the effective date for Easter Seals NH to September 1, 2021, with early adoption permitted. 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. Management is currently evaluating the impact of the pending adoption of ASU 2016-02 on Easter Seals NH's consolidated financial statements.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. Easter Seals NH implemented ASU 2016-14, as it is effective for Easter Seals NH for the year ended August 31, 2019, and has adjusted the presentation in these consolidated financial statements accordingly. The most significant effects relate to the change in net asset classification from unrestricted, temporarily restricted and permanently restricted to net assets with and without donor restrictions, as well as the addition of liquidity disclosures (see note 4). The ASU has been applied retrospectively to all periods presented, and had no impact on previously reported net assets.

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 is effective for Easter Seals NH on September 1, 2019 as the resource provider and on September 1, 2020 as the resource recipient, with early adoption permitted. Easter Seals NH is currently evaluating the impact that ASU 2018-08 will have on its 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 generally accepted accounting principles (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*. The amendments in this update are effective for Easter Seals NH beginning September 1, 2020. Early adoption is permitted for removal or modifications of disclosures upon issuance of this update and delayed adoption of the additional disclosures until their effective date. The adoption of this ASU is not expected to have a material effect on Easter Seals NH's consolidated financial statements.

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 9, 2019, the date these consolidated financial statements were available to be issued.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

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.

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2019 and 2018 are as follows:

	Original Donor Restricted Gift <u>Maintained in Perpetuity</u>	Accumulated Investment <u>Gains</u>	<u>Total</u>
<u>2019</u>			
Other initiatives	\$1,366,235	\$81,468	\$1,447,703
Operations	<u>3,622,108</u>	<u>—</u>	<u>3,622,108</u>
Total endowment net assets	<u>\$4,988,343</u>	<u>\$81,468</u>	<u>\$5,069,811</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets (Continued)

	Original Donor Restricted Gift <u>Maintained in Perpetuity</u>	Accumulated Investment <u>Gains</u>	<u>Total</u>
<u>2018</u>			
Other initiatives	\$1,298,621	\$65,826	\$1,364,447
Operations	<u>3,587,059</u>	<u>—</u>	<u>3,587,059</u>
Total endowment net assets	<u>\$4,885,680</u>	<u>\$65,826</u>	<u>\$4,951,506</u>

Changes in Endowment Net Assets

During the years ended August 31, 2019 and 2018, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2017	\$4,847,633
Investment return:	
Investment income, net of fees	75,165
Net appreciation (realized and unrealized), net	25,632
Contributions	94,684
Appropriated for expenditure	<u>(91,608)</u>
Net endowment assets, August 31, 2018	4,951,506
Investment return:	
Investment income, net of fees	15,815
Net appreciation (realized and unrealized), net	24,356
Contributions	102,663
Appropriated for expenditure	<u>(24,529)</u>
Net endowment assets, August 31, 2019	<u>\$5,069,811</u>

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

	<u>2019</u>	<u>2018</u>
Satisfaction of donor restrictions	\$1,990,555	\$3,065,416
Release of appropriated endowment funds	<u>24,529</u>	<u>91,608</u>
	<u>\$2,015,084</u>	<u>\$3,157,024</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2019 and 2018 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Non- Endowment Net Assets</u>
<u>2019</u>			
Other initiatives	\$ 2,495,506	\$ 388,205	\$ 2,883,711
Operations	<u>19,549,950</u>	<u>625,027</u>	<u>20,174,977</u>
Total non-endowment net assets	<u>\$22,045,456</u>	<u>\$1,013,232</u>	<u>\$23,058,688</u>
<u>2018</u>			
Other initiatives	\$ 1,097,111	\$ 1,421,217	\$ 2,518,328
Operations	<u>18,187,483</u>	<u>960,338</u>	<u>19,147,821</u>
Total non-endowment net assets	<u>\$19,284,594</u>	<u>\$2,381,555</u>	<u>\$21,666,149</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, 2019 or 2018.

Net assets with donor restrictions

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

	<u>2019</u>	<u>2018</u>
Purpose restriction:		
Other initiatives	\$ 388,205	\$ 1,421,217
Operations	<u>455,482</u>	<u>772,086</u>
	843,687	2,193,303
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	5,059,193	4,970,964
Investments, gains and income from which is donor restricted	81,468	65,826
Beneficial interest in perpetual trust	<u>98,695</u>	<u>102,968</u>
	<u>5,239,356</u>	<u>5,139,758</u>
Total net assets with donor restrictions	<u>\$6,083,043</u>	<u>\$7,333,061</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets (Continued)

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.

4. Liquidity and Availability

Financial assets available for general expenditure, such as for operating expenses, and that are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2019), comprise the following:

Cash and cash equivalents	\$ 3,341,755
Short-term investments, at fair value	3,094,539
Program and other accounts receivable, net	11,408,200
Contributions receivable, net	<u>499,216</u>
	18,343,710
Investments, at fair value	<u>12,793,877</u>
	31,137,587
Less: net assets with donor restrictions	<u>6,083,043</u>
	<u>\$25,054,544</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

4. Liquidity and Availability (Continued)

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. In addition, Easter Seals NH has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2019, the balance in board-designated assets was \$5,755,000.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2019 and 2018, approximately \$2,661,000 and \$2,277,000, respectively, of cash and cash equivalents, and approximately \$3,094,000 and \$3,003,000, respectively, of investments were on-hand under this practice. 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, 2019 and 2018 are \$540,447 and \$599,597, respectively, net of an allowance for doubtful accounts of \$63,400 and \$66,600, 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, 2019:

2020	\$562,116
2021	31,500
2022	4,500
2023	1,731
2024	1,000
Thereafter	<u>3,000</u>
	<u>\$603,847</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

6. Manchester Alcoholism Rehabilitation Center Revenues

Revenues related to providing health services are recorded net of contractual adjustments, discounts and any provision for bad debts. Substantially all such adjustments in 2019 and 2018 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual adjustments, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2019 and 2018 from major payor sources, is as follows:

	<u>Gross Revenues</u>	<u>Contractual Adjustments and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, net</u>
<u>2019</u>				
Private payors (includes coinsurance and deductibles)	\$18,733,885	\$(12,639,111)	\$ (737,393)	\$ 5,357,381
Medicaid	52,661,814	(43,942,859)	(237,497)	8,481,458
Medicare	65,163	(6,250)	(19,303)	39,610
Self-pay	<u>366,436</u>	<u>(262,987)</u>	<u>(26,020)</u>	<u>77,429</u>
	<u>\$71,827,298</u>	<u>\$(56,851,207)</u>	<u>\$(1,020,213)</u>	<u>\$13,955,878</u>
<u>2018</u>				
Private payors (includes coinsurance and deductibles)	\$33,571,171	\$(20,973,855)	\$(1,057,046)	\$11,540,270
Medicaid	31,615,594	(27,988,142)	(148,056)	3,479,396
Medicare	85,060	(8,159)	-	76,901
Self-pay	<u>275,991</u>	<u>(168,460)</u>	<u>(85,872)</u>	<u>21,659</u>
	<u>\$65,547,816</u>	<u>\$(49,138,616)</u>	<u>\$(1,290,974)</u>	<u>\$15,118,226</u>

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 \$1,164,000 and \$1,016,000 for the years ended August 31, 2019 and 2018, 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, 2019, through the remaining contractual term of the underlying lease agreements, are as follows:

2020	\$824,691
2021	527,374
2022	432,041
2023	217,498
2024	121,937
Thereafter	4,153

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

7. Leases (Continued)

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. This lease ended in 2018. Payments made under this agreement for the year ended August 31, 2018 was \$20,995. The assets were fully amortized as of August 31, 2018. Amortization expense related to the above capital lease was a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2018 was insignificant.

8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2019</u>	<u>2018</u>
Buildings	\$ 31,857,044	\$ 30,906,387
Land and land improvements	4,248,474	3,331,184
Leasehold improvements	130,368	140,442
Office equipment and furniture	10,288,273	9,380,281
Vehicles	2,543,706	2,641,876
Construction in progress	<u>17,738</u>	<u>177,686</u>
	49,085,603	46,577,856
Less accumulated depreciation and amortization	<u>(19,700,961)</u>	<u>(17,782,070)</u>
	<u>\$ 29,384,642</u>	<u>\$ 28,795,786</u>

Depreciation and amortization expense related to fixed assets totaled \$1,878,249 and \$1,789,064 in 2019 and 2018, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH was required to continue to use the building as a child care center. Had Easter Seals NH ceased to operate the program, or sold or donated the property, Easter Seals NH would have had to provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building was recorded as deferred revenue until December 2017 when the terms of the donation were met and Easter Seals NH recognized the remaining balance of \$937,292 in unrestricted contributions in 2018.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

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>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 819,529	\$ 1,200,834
Marketable equity securities	1,663,432	1,716,059
Mutual funds	14,367,258	14,084,488
Corporate and foreign bonds	574,444	873,487
Government and agency securities	<u>675,257</u>	<u>460,528</u>
	18,099,920	18,335,396
Less: assets limited as to use	<u>(2,211,504)</u>	<u>(2,555,250)</u>
Total investments, at fair value	<u>\$15,888,416</u>	<u>\$15,780,146</u>

The composition of assets limited as to use at August 31, 2019 and 2018 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2019</u>	<u>2018</u>
Under a deferred compensation plan (see note 10):		
Investments	\$1,807,587	\$1,660,727
Maintained in escrow to make required payments on revenue bonds (see note 11):		
Cash and cash equivalents	<u>403,917</u>	<u>894,523</u>
Total assets limited as to use	<u>\$2,211,504</u>	<u>\$2,555,250</u>

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 \$515,000 and \$579,000 for the years ended August 31, 2019 and 2018, 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 \$108,000 and \$99,500 to this plan during the years ended August 31, 2019 and 2018, respectively. The assets and liabilities associated with this plan were \$1,807,587 and \$1,660,727 at August 31, 2019 and 2018, 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, 2019 and 2018

11. Borrowings

Borrowings consist of the following at August 31:

	<u>2019</u>	<u>2018</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, plus (b) 0.6501 times 2.45% (3.04% at August 31, 2019), due in annual principal payments increasing from \$40,417 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.	\$11,724,996	\$12,226,664
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$15,810 to \$21,180 with a final payment of \$5,404,249 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	7,141,109	7,724,289
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$113 to \$1,069 payable monthly through dates ranging from September 2019 through June 2024, secured by vehicles with a net book value of \$325,812 at August 31, 2019.	292,309	179,929
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 \$4,877,003 at August 31, 2019.	2,213,156	2,285,333
Note payable (through affiliation described in note 16) 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 \$947,249 at August 31, 2019.	<u>113,490</u>	<u>—</u>
	21,485,060	22,416,215
Less current portion	1,243,661	1,241,671
Less net unamortized bond issuance costs	<u>118,836</u>	<u>124,946</u>
	<u>\$20,122,563</u>	<u>\$21,049,598</u>

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

2020	\$ 1,243,661
2021	938,993
2022	935,503
2023	974,536
2024	987,957
Thereafter	<u>16,404,410</u>
	<u>\$21,485,060</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings (Continued)

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. All outstanding balances were paid off in 2019. Amounts outstanding included in long-term debt at August 31, 2018 were three notes payable totaling \$7,185.

Easter Seals New Hampshire, Inc. also 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 at 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 twenty-three notes payable totaling \$292,309 and twenty-four notes payable totaling \$172,744 at August 31, 2019 and 2018, respectively that originated under this agreement. Availability under this agreement at August 31, 2019 and 2018 is \$207,691 and \$327,256, respectively.

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 \$38,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was amended in May 2018 to LIBOR rounded up to the nearest one-eighth of one percent plus 1.90% (4.03% at August 31, 2019). Under an event of default, the interest rate will increase from LIBOR plus 1.90% to LIBOR plus 5.25%. 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 Manchester Alcoholism Rehabilitation 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, 2019, and \$610,319 was outstanding at August 31, 2018.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings (Continued)

Mortgage Notes Payable

On February 18, 2015, Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation 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.

Notes Payable

The Homemakers Health Services, Inc. (the Organization), see note 16, and the City of Rochester, New Hampshire 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. The Organization recorded a net principal promissory note payable of \$236,355 with an issue date of July 1, 2017. Effective September 1, 2018, Easter Seals NH has assumed responsibility of this agreement. See note 16.

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 \$11,724,996 and \$12,226,664 at August 31, 2019 and 2018, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement totaled \$2,654,993 and \$1,772,584 at August 31, 2019 and 2018, respectively, \$295,305 and \$244,261 of which was current at August 31, 2019 and 2018, respectively. During the years ended August 31, 2019 and 2018, net payments required by the agreement totaled \$250,321 and \$323,938, 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings (Continued)

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, 2019, 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 \$103,125 and \$39,036 for the years ended August 31, 2019 and 2018, 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.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

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, 2019 and 2018.

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, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

At August 31, 2019 and 2018, 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>
2019				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 819,529	\$ -	\$ -	\$ 819,529
Marketable equity securities:				
Large-cap	1,176,478	-	-	1,176,478
International	486,954	-	-	486,954
Mutual funds, open-ended:				
Short-term fixed income	4,519,233	-	-	4,519,233
Intermediate-term bond fund	1,390,096	-	-	1,390,096
High yield bond fund	93,530	-	-	93,530
Foreign bond	34,567	-	-	34,567
Government securities	386,222	-	-	386,222
Emerging markets bond	138,203	-	-	138,203
International equities	1,093,081	-	-	1,093,081
Domestic, large-cap	1,042,116	-	-	1,042,116
Domestic, small-cap	159,064	-	-	159,064
Domestic, multi alt	724,756	-	-	724,756
Real estate fund	194,694	-	-	194,694
Mutual funds, closed-ended:				
Domestic, large-cap	3,636,935	-	-	3,636,935
Domestic, mid-cap	493,194	-	-	493,194
Domestic, small-cap	461,567	-	-	461,567
Corporate and foreign bonds	-	574,444	-	574,444
Government and agency securities	-	675,257	-	675,257
	<u>\$16,850,219</u>	<u>\$1,249,701</u>	<u>\$ -</u>	<u>\$18,099,920</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 6,300	\$ -	\$ -	\$ 6,300
Marketable equity securities:				
Large-cap	70,450	-	-	70,450
Mutual funds:				
Domestic fixed income	-	21,945	-	21,945
	<u>\$ 76,750</u>	<u>\$ 21,945</u>	<u>\$ -</u>	<u>\$ 98,695</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$2,654,993</u>	<u>\$ 2,654,993</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2018</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 1,200,834	\$ -	\$ -	\$ 1,200,834
Marketable equity securities:				
Large-cap	1,182,262	-	-	1,182,262
International	533,797	-	-	533,797
Mutual funds, open-ended:				
Short-term fixed income	4,387,471	-	-	4,387,471
Intermediate-term bond fund	1,037,110	-	-	1,037,110
High yield bond fund	81,169	-	-	81,169
Foreign bond	30,620	-	-	30,620
Government securities	377,563	-	-	377,563
Emerging markets bond	56,094	-	-	56,094
International equities	1,091,145	-	-	1,091,145
Domestic, large-cap	1,113,968	-	-	1,113,968
Domestic, small-cap	269,615	-	-	269,615
Domestic, multi alt	736,276	-	-	736,276
Real estate fund	197,057	-	-	197,057
Mutual funds, closed-ended:				
Domestic, large-cap	3,172,644	-	-	3,172,644
Domestic, mid-cap	588,528	-	-	588,528
Domestic, small-cap	428,019	-	-	428,019
International equity	517,209	-	-	517,209
Corporate and foreign bonds	-	873,487	-	873,487
Government and agency securities	-	460,528	-	460,528
	<u>\$17,001,381</u>	<u>\$1,334,015</u>	<u>\$ -</u>	<u>\$18,335,396</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 7,096	\$ -	\$ -	\$ 7,096
Marketable equity securities:				
Large-cap	71,948	-	-	71,948
Mutual funds:				
Domestic fixed income	-	23,924	-	23,924
	<u>\$ 79,044</u>	<u>\$ 23,924</u>	<u>\$ -</u>	<u>\$ 102,968</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$1,772,584</u>	<u>\$ 1,772,584</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

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, 2019 and 2018:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2017	\$(2,641,673)
Unrealized gain, net	<u>869,089</u>
Ending balance, August 31, 2018	(1,772,584)
Unrealized loss, net	<u>(882,409)</u>
Ending balance, August 31, 2019	<u>\$(2,654,993)</u>

15. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations. On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. Effective August 31, 2018 the dissolution of Harbor Schools was finalized.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

There were no remaining balances as of August 31, 2018 for Harbor Schools noted above for purposes of summary statement of financial position presentation. There are no programs or entities that are reported as discontinued operations in 2019. The accompanying 2018 consolidated statement of activities included a loss from discontinued operations of \$568 for Harbor Schools, and losses from various other discontinued operations totaling \$7,712.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

16. Acquisition of The Homemakers Health Services, Inc.

On May 4, 2018, Easter Seals NH entered into a letter of intent to affiliate with The Homemakers Health Services, Inc. (the Organization). On September 1, 2018, Easter Seals NH acquired the Organization for no consideration. The Organization was not controlled by Easter Seals NH prior to this agreement. 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 was dissolved and is a program of Easter Seals NH. The Organization had total net operating revenue of approximately \$289,000 (unaudited) for the two months ended August 31, 2018, and \$2,330,000 for the year ended June 30, 2018. The financial position of the Organization recorded at fair value upon affiliation as of September 1, 2018, was as follows:

Assets:	
Cash and cash equivalents	\$ 119,865
Other current assets	148,613
Fixed assets, net	<u>1,030,882</u>
Total assets	<u>\$1,299,360</u>
Liabilities:	
Accounts payable	\$ 51,250
Accrued expenses and other liabilities	107,746
Debt	<u>125,685</u>
Total liabilities	284,681
Net assets:	
Unrestricted net assets	<u>1,014,679</u>
Total liabilities and net assets	<u>\$1,299,360</u>

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2019

ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$ 3,305,116	\$ 16,962	\$ 19,677	\$ -	\$ 3,341,755
Short-term investments, at fair value	3,094,539	-	-	-	3,094,539
Accounts receivable from affiliates	3,595,504	370,426	-	(3,965,930)	-
Program and other accounts receivable, net	10,118,637	1,192,292	97,271	-	11,408,200
Contributions receivable, net	494,589	1,373	3,254	-	499,216
Current portion of assets limited as to use	403,917	-	-	-	403,917
Prepaid expenses and other current assets	<u>479,159</u>	<u>11,496</u>	<u>31,781</u>	<u>-</u>	<u>522,436</u>
Total current assets	21,491,461	1,592,549	151,983	(3,965,930)	19,270,063
Assets limited as to use, net of current portion	1,783,033	24,554	-	-	1,807,587
Investments, at fair value	12,793,877	-	-	-	12,793,877
Beneficial interest in trust held by others and other assets	139,926	-	-	-	139,926
Fixed assets, net	<u>29,266,492</u>	<u>111,550</u>	<u>6,600</u>	<u>-</u>	<u>29,384,642</u>
	<u>\$65,474,789</u>	<u>\$1,728,653</u>	<u>\$ 158,583</u>	<u>\$ (3,965,930)</u>	<u>\$63,396,095</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 2,626,880	\$ 26,036	\$ 2,436	\$ -	\$ 2,655,352
Accrued expenses	6,380,059	8,764	11,329	-	6,400,152
Accounts payable to affiliates	-	-	3,965,930	(3,965,930)	-
Deferred revenue	370,338	6,010	6,940	-	383,288
Current portion of interest rate swap agreements	295,305	-	-	-	295,305
Current portion of long-term debt	<u>1,243,661</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,243,661</u>
Total current liabilities	10,916,243	40,810	3,986,635	(3,965,930)	10,977,758
Other liabilities	1,783,033	24,554	-	-	1,807,587
Interest rate swap agreements, less current portion	2,359,688	-	-	-	2,359,688
Long-term debt, less current portion, net	<u>20,122,563</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,122,563</u>
Total liabilities	35,181,527	65,364	3,986,635	(3,965,930)	35,267,596
Net assets (deficit):					
Without donor restrictions	24,240,352	1,631,656	(3,826,552)	-	22,045,456
With donor restrictions	<u>6,052,910</u>	<u>31,633</u>	<u>(1,500)</u>	<u>-</u>	<u>6,083,043</u>
Total net assets (deficit)	<u>30,293,262</u>	<u>1,663,289</u>	<u>(3,828,052)</u>	<u>-</u>	<u>28,128,499</u>
	<u>\$65,474,789</u>	<u>\$1,728,653</u>	<u>\$ 158,583</u>	<u>\$(3,965,930)</u>	<u>\$63,396,095</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2018

ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Harbor Schools, <u>Inc.</u>	<u>Elimin-</u> <u>ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 2,327,419	\$ 29,169	\$ 8,920	\$ -	\$ -	\$ 2,365,508
Short-term investments, at fair value	3,002,574	-	-	-	-	3,002,574
Accounts receivable from affiliates	2,335,205	1,450,563	-	-	(3,785,768)	-
Program and other accounts receivable, net	10,427,498	566,808	89,283	-	-	11,083,589
Contributions receivable, net	492,283	1,020	2,654	-	-	495,957
Current portion of assets limited as to use	894,523	-	-	-	-	894,523
Prepaid expenses and other current assets	<u>389,913</u>	<u>13,440</u>	<u>28,427</u>	<u>-</u>	<u>-</u>	<u>431,780</u>
Total current assets	19,869,415	2,061,000	129,284	-	(3,785,768)	18,273,931
Assets limited as to use, net of current portion	1,641,337	19,390	-	-	-	1,660,727
Investments, at fair value	12,777,572	-	-	-	-	12,777,572
Beneficial interest in trust held by others and other assets	206,608	-	-	-	-	206,608
Fixed assets, net	<u>28,725,627</u>	<u>51,923</u>	<u>18,236</u>	<u>-</u>	<u>-</u>	<u>28,795,786</u>
	<u>\$63,220,559</u>	<u>\$2,132,313</u>	<u>\$ 147,520</u>	<u>\$ -</u>	<u>\$(3,785,768)</u>	<u>\$61,714,624</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin- ations	Total
Current liabilities:						
Line of credit	\$ 610,319	\$ -	\$ -	\$ -	\$ -	\$ 610,319
Accounts payable	2,709,560	12,816	187	-	-	2,722,563
Accrued expenses	5,295,718	8,054	31,085	-	-	5,334,857
Accounts payable to affiliates	-	-	3,785,768	-	(3,785,768)	-
Deferred revenue	685,999	11,540	7,111	-	-	704,650
Current portion of interest rate swap agreements	244,261	-	-	-	-	244,261
Current portion of long-term debt	<u>1,241,671</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,241,671</u>
Total current liabilities	10,787,528	32,410	3,824,151	-	(3,785,768)	10,858,321
Other liabilities	1,641,337	19,390	-	-	-	1,660,727
Interest rate swap agreements, less current portion	1,528,323	-	-	-	-	1,528,323
Long-term debt, less current portion, net	<u>21,049,598</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>21,049,598</u>
Total liabilities	35,006,786	51,800	3,824,151	-	(3,785,768)	35,096,969
Net assets (deficit):						
Without donor restrictions	20,883,776	2,075,949	(3,675,131)	-	-	19,284,594
With donor restrictions	<u>7,329,997</u>	<u>4,564</u>	<u>(1,500)</u>	<u>-</u>	<u>-</u>	<u>7,333,061</u>
Total net assets (deficit)	<u>28,213,773</u>	<u>2,080,513</u>	<u>(3,676,631)</u>	<u>-</u>	<u>-</u>	<u>26,617,655</u>
	<u>\$63,220,559</u>	<u>\$2,132,313</u>	<u>\$ 147,520</u>	<u>\$ -</u>	<u>\$(3,785,768)</u>	<u>\$61,714,624</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2019

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:					
Public support:					
Contributions, net	\$ 910,465	\$ 19,996	\$ 66,344	\$ -	\$ 996,805
Special events, net	1,998,632	88,917	2,338	-	2,089,887
Annual campaigns, net	422,964	3,803	7,064	-	433,831
Bequests	<u>391,990</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>391,990</u>
Total public support	3,724,051	112,716	75,746	-	3,912,513
Revenue:					
Fees and grants from governmental agencies and others, net	58,874,158	6,854,565	431,856	(140)	66,160,439
Other grants	24,785,404	293,891	297,079	-	25,376,374
Dividend and interest income	622,562	2	-	-	622,564
Rental income	32,170	-	-	-	32,170
Intercompany revenue	796,921	-	-	(796,921)	-
Other	<u>200,793</u>	<u>11,445</u>	<u>-</u>	<u>-</u>	<u>212,238</u>
Total revenue	<u>85,312,008</u>	<u>7,159,903</u>	<u>728,935</u>	<u>(797,061)</u>	<u>92,403,785</u>
Total public support and revenue	89,036,059	7,272,619	804,681	(797,061)	96,316,298
Operating expenses:					
Program services:					
Public health education	243,810	7,280	1,382	-	252,472
Professional education	74,330	-	-	-	74,330
Direct services	<u>76,571,433</u>	<u>6,939,921</u>	<u>761,937</u>	<u>(28,274)</u>	<u>84,245,017</u>
Total program services	76,889,573	6,947,201	763,319	(28,274)	84,571,819

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:					
Management and general	\$ 9,015,278	\$ 705,476	\$ 95,317	\$(768,787)	\$ 9,047,284
Fundraising	<u>791,631</u>	<u>38,366</u>	<u>93,530</u>	<u>—</u>	<u>923,527</u>
Total supporting services	<u>9,806,909</u>	<u>743,842</u>	<u>188,847</u>	<u>(768,787)</u>	<u>9,970,811</u>
Total functional expenses	86,696,482	7,691,043	952,166	(797,061)	94,542,630
Support of National programs	<u>103,125</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>103,125</u>
Total operating expenses	<u>86,799,607</u>	<u>7,691,043</u>	<u>952,166</u>	<u>(797,061)</u>	<u>94,645,755</u>
Increase (decrease) in net assets from operations	2,236,452	(418,424)	(147,485)	—	1,670,543
Other non-operating expenses, gains and losses:					
Change in fair value of interest rate swaps	(882,409)	—	—	—	(882,409)
Net unrealized and realized losses on investments, net	(211,272)	—	—	—	(211,272)
Decrease in fair value of beneficial interest in trust held by others	(4,273)	—	—	—	(4,273)
Gain (loss) on sales and disposals of fixed assets	(116,399)	1,200	(3,936)	—	(119,135)
Contribution of assets from affiliation	1,014,679	—	—	—	1,014,679
Other non-operating gains	<u>42,711</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>42,711</u>
	<u>(156,963)</u>	<u>1,200</u>	<u>(3,936)</u>	<u>—</u>	<u>(159,699)</u>
Total increase (decrease) in net assets	2,079,489	(417,224)	(151,421)	—	1,510,844
Net assets (deficit) at beginning of year	<u>28,213,773</u>	<u>2,080,513</u>	<u>(3,676,631)</u>	<u>—</u>	<u>26,617,655</u>
Net assets (deficit) at end of year	<u>\$30,293,262</u>	<u>\$1,663,289</u>	<u>\$(3,828,052)</u>	<u>\$ —</u>	<u>\$28,128,499</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,913,486	\$ 28,113	\$ 83,497	\$ -	\$ -	\$ 2,025,096
Special events, net	1,898,837	394	55,087	-	-	1,954,318
Annual campaigns, net	371,433	4,761	5,148	-	-	381,342
Bequests	<u>138,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>138,000</u>
Total public support	4,321,756	33,268	143,732	-	-	4,498,756
Revenue:						
Fees and grants from governmental agencies and others, net	58,082,135	5,261,341	292,224	-	-	63,635,700
Other grants	21,165,950	1,060,871	246,770	-	-	22,473,591
Dividend and interest income	591,280	2	-	-	-	591,282
Rental income	27,050	-	-	-	-	27,050
Intercompany revenue	741,597	-	-	-	(741,597)	-
Other	<u>110,189</u>	<u>12,475</u>	<u>24</u>	<u>-</u>	<u>-</u>	<u>122,688</u>
Total revenue	<u>80,718,201</u>	<u>6,334,689</u>	<u>539,018</u>	<u>-</u>	<u>(741,597)</u>	<u>86,850,311</u>
Total public support and revenue	85,039,957	6,367,957	682,750	-	(741,597)	91,349,067
Operating expenses:						
Program services:						
Public health education	246,678	7,099	1,119	-	-	254,896
Professional education	23,007	-	-	-	-	23,007
Direct services	<u>72,888,726</u>	<u>6,001,327</u>	<u>761,733</u>	<u>-</u>	<u>(32,934)</u>	<u>79,618,852</u>
Total program services	73,158,411	6,008,426	762,852	-	(32,934)	79,896,755

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin- ations	Total
Supporting services:						
Management and general	\$ 8,536,262	\$ 614,425	\$ 124,821	\$ -	\$(708,663)	\$ 8,566,845
Fundraising	<u>869,629</u>	<u>73,295</u>	<u>199,153</u>	<u>-</u>	<u>-</u>	<u>1,142,077</u>
Total supporting services	<u>9,405,891</u>	<u>687,720</u>	<u>323,974</u>	<u>-</u>	<u>(708,663)</u>	<u>9,708,922</u>
Total functional expenses	82,564,302	6,696,146	1,086,826	-	(741,597)	89,605,677
Support of National programs	<u>39,036</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,036</u>
Total operating expenses	<u>82,603,338</u>	<u>6,696,146</u>	<u>1,086,826</u>	<u>-</u>	<u>(741,597)</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,436,619	(328,189)	(404,076)	-	-	1,704,354
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	869,089	-	-	-	-	869,089
Net unrealized and realized gains on investments, net	553,415	-	-	-	-	553,415
Increase in fair value of beneficial interest in trust held by others	7,606	-	-	-	-	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	-	-	-	(9,100)
Other non-operating expenses	<u>(32,462)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(32,462)</u>
	1,388,548	-	-	-	-	1,388,548
Loss from discontinued operations	<u>-</u>	<u>-</u>	<u>(7,712)</u>	<u>(568)</u>	<u>-</u>	<u>(8,280)</u>
Increase (decrease) in net assets before effects of dissolution of an affiliate	3,825,167	(328,189)	(411,788)	(568)	-	3,084,622
Dissolution of an affiliate	<u>201,218</u>	<u>-</u>	<u>-</u>	<u>(201,218)</u>	<u>-</u>	<u>-</u>
Total increase (decrease) in net assets	4,026,385	(328,189)	(411,788)	(201,786)	-	3,084,622
Net assets (deficit) at beginning of year	<u>24,187,388</u>	<u>2,408,702</u>	<u>(3,264,843)</u>	<u>201,786</u>	<u>-</u>	<u>23,533,033</u>
Net assets (deficit) at end of year	<u>\$28,213,773</u>	<u>\$2,080,513</u>	<u>\$(3,676,631)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$26,617,655</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2019

	* New Hampshire	Vermont	Maine	Elimin- ations	Total
Salaries and related expenses	\$65,435,133	\$6,093,712	\$586,402	\$ -	\$72,115,247
Professional fees	8,882,815	787,372	121,247	(796,920)	8,994,514
Supplies	2,408,019	44,005	3,604	-	2,455,628
Telephone	577,341	53,983	12,661	-	643,985
Postage and shipping	52,613	1,911	629	-	55,153
Occupancy	2,537,013	250,741	66,275	-	2,854,029
Outside printing, artwork and media	47,553	1,070	3,113	-	51,736
Travel	2,012,248	327,336	27,841	-	2,367,425
Conventions and meetings	307,951	30,527	1,689	-	340,167
Specific assistance to individuals	984,177	33,265	116,504	(141)	1,133,805
Dues and subscriptions	46,477	-	640	-	47,117
Minor equipment purchases and equipment rental	325,296	11,437	844	-	337,577
Ads, fees and miscellaneous	215,496	18,051	1,277	-	234,824
Interest	998,992	-	-	-	998,992
Depreciation and amortization	1,833,006	37,542	7,701	-	1,878,249
Miscellaneous business tax	<u>32,352</u>	<u>91</u>	<u>1,739</u>	<u>-</u>	<u>34,182</u>
	<u>\$86,696,482</u>	<u>\$7,691,043</u>	<u>\$952,166</u>	<u>\$(797,061)</u>	<u>\$94,542,630</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Harbor Schools, <u>Inc.</u>	Elimin- <u>ations</u>	<u>Total</u>
Salaries and related expenses	\$61,838,983	\$5,345,519	\$ 723,908	\$ -	\$ -	\$67,908,410
Professional fees	8,697,979	669,966	170,708	-	(741,597)	8,797,056
Supplies	2,372,988	33,136	11,759	-	-	2,417,883
Telephone	575,097	35,251	16,084	-	-	626,432
Postage and shipping	52,292	1,689	792	-	-	54,773
Occupancy	2,297,757	170,645	63,386	-	-	2,531,788
Outside printing, artwork and media	42,146	4,051	4,497	-	-	50,694
Travel	2,061,630	306,760	24,173	-	-	2,392,563
Conventions and meetings	239,712	15,397	3,568	-	-	258,677
Specific assistance to individuals	1,053,536	41,070	35,587	-	-	1,130,193
Dues and subscriptions	64,350	-	1,138	-	-	65,488
Minor equipment purchases and equipment rental	348,425	14,929	1,492	-	-	364,846
Ads, fees and miscellaneous	146,008	22,997	24,183	-	-	193,188
Interest	1,024,622	-	-	-	-	1,024,622
Depreciation and amortization	<u>1,748,777</u>	<u>34,736</u>	<u>5,551</u>	<u>-</u>	<u>-</u>	<u>1,789,064</u>
	<u>\$82,564,302</u>	<u>\$6,696,146</u>	<u>\$1,086,826</u>	<u>\$ -</u>	<u>\$(741,597)</u>	<u>\$89,605,677</u>

* Includes Manchester Alcoholism Rehabilitation Center.



2020 Board of Directors

Chairman

Matthew Boucher

Past Chairman

Andrew MacWilliam

Vice Chairman

Thomas Sullivan

Vice Chairman

Charles Goodwin

Treasurer

Bryan Bouchard

Assistant Treasurer

Charles Panasis

Secretary

Mary Flowers

Past Chairman – Farnum Center

Ian MacDermott

General Counsel & Assistant Secretary

Bradford Cook (non-voting)

Assistant Secretary

Cynthia Ross (non-voting)

Gregory Baxter, MD

Dennis Beaulieu

James Bee

Wendell Butcher

Rick Courtemanche

Doris Labbe

William Lambrukos

Elizabeth Lamontagne

Lucy Lange

Bob Litterst

Tracey Pelton

Richard Rawlings

Linda Roth

Mark Sandler

Rob Wiczorek

Christine Williams

Elin Treanor,
Concord, New Hampshire 03301

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|--|
| 1994 – Present | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Senior Vice President & Chief Financial Officer</u>
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Vice President of Finance</u>
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Controller</u>
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions. |

Elin Treanor
work history cont'd

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

JOSEPH T. EMMONS

Easterseals NH ♦ 555 Auburn Street ♦ Manchester, NH 03103 ♦ (603) 621.3570 ♦ jtemmons@eastersealsnh.org

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving

December 2010 – October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon

June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter

April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration

January 2008

Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business

May 2004

Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Sept. 2010 – Sept. 2016

Diocesan School Board – New Hampshire

June 2014 – present

Goffstown Junior Baseball Board

January 2016 - present

NANCY L. ROLLINS, M.S.W.
EASTERSEALS NH, VT, ME and FARNUM
555 Auburn Street, Manchester, NH 03103
OFFICE PHONE :(603)621-3507 CELL: (603)490-0227
nrollins@eastersealsnh.org

EXPERIENCE

Easterseals, NH, VT, ME and Farnum

555 Auburn Street
Manchester, NH 03103

Chief Operating Officer

November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provide intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three states, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seek growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.

Serves as a member of the Executive Leadership Team, reporting directly to the President/ Chief Executive Officer.

Goodwill Industries of Northern New England

38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team, reporting directly to the President/ Chief Executive Officer.

State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301

Associate Commissioner

March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at –risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual's choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner's Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And
Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301

July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth

and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth-Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating, parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc.
Chicopee Adolescent Program
Chicopee, Massachusetts

May 1978 – February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way, and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks.

Provided in-service training workshops to local schools and community agencies. Developed and implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers

Mitchell House

Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/ Family Center

Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

EDUCATION

Master of Social Work

University of Connecticut

School of Social Work

West Hartford, Connecticut

Degree conferred, May 1985

Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude

Springfield College

Springfield, Massachusetts

Degree conferred, May 1985

Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty January 2001 - Dec. 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

New Hampshire Medicaid Medical Care Advisory Committee January 2018 – Present

Oversight Commission on Children's Services (RSA 170-G:19, HB517, Laws of 2017 , appointed by Senate President Chuck Morse, July 6, 2017 to Present

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor's Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 – Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families*

For the 21st Century this initiative is co-sponsored by the National Association of Public Child Welfare Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010- August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013
NASMHPD representative to the Children's Mental Health Subcommittee
Chair, NASMHPD President's Task Force on Returning Veteran's
Board Member Member-at-Large 2011-2013
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013
NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association
SMHRCY Representative to Children's Mental Health Subcommittee and
NAPCWA Executive Committee, 1991 - 1994
NH State Child Welfare Representative, 1995- Present
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors
Judge Baker Children's Center, Boston, Mass.
Committee Member, 1995 – January 2006
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003
25 Walker Street
Concord, New Hampshire
State Advisory Board - Member- at-large

University of New Hampshire
School of Health and Human Services
Department of Social Work September 1998 – September 2002
Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998

Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town
of New London appointed by Town Board of Selectmen. 2012 – 2016
Vice Chair of the Commission, Serve on the Executive Committee. 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield,
Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present Second Term
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014- Present

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the "New Hampshire National Guard Distinguished Service Medal" for providing
leadership while at the Department of Health and Human Services for developing services,

supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing 'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

MAUREEN ANN BEAUREGARD
President & CEO
Easterseals New Hampshire, Inc.

<https://www.linkedin.com/in/maureen-beauregard-b637358/>

EDUCATION: B.S. University of New Hampshire

PROFESSIONAL EXPERIENCE:

2019 - Present Easterseals New Hampshire, Inc., Manchester, NH
<https://www.eastersealsnh.org/>
President/CEO

1991 - 2019 Families in Transition - New Horizons, Manchester, NH
<https://www.fitnh.org/>
President (2018-2019)
President and Founder (1991-2017)

1987 - 1991 State of New Hampshire, Division for Children and Youth
Services, Portsmouth, NH
<https://www.dhhs.nh.gov/dcyf/>
Child Protective Service Worker II

Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious	Strong Financial Acumen
Strategic Planning	Entrepreneur/Builder
Community Relationships	Experienced Communicator
Organizational Capacity Building	Team Building & Leadership

Professional Experience

November 1991 – ²⁰¹⁹ Present Families In Transition

January 2018 – ²⁰¹⁹ Present
President, Families in Transition – New Horizons Manchester NH

Key Accomplishments

- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018
Receiver of Serenity Place Manchester, NH

Key Accomplishments

- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017
President & Founder Manchester, NH

Key Accomplishments:

- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed \$38M in Assets and a \$14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Contact

(603) 231-7211

pups@metrocast.net

96 North Adams Street
Manchester, NH 03104

Community Service

- NH Charitable Foundation – Member Board of Directors, (Current)
 - NH Interagency Council to End Homelessness – Past Chairperson Board of Directors, 2015
 - Leadership New Hampshire, 2010
 - Housing Action New Hampshire – Past Council Member, 2009
 - Greater Manchester Chamber of Commerce – Past Member, Board of Directors, 2009
- ### Awards and Honors
- Greater Manchester Chamber of Commerce's Citizen of the Year, 2018
 - Southern New Hampshire University Loeffler Award, 2018
 - University of New Hampshire Granite State Award, 2018
 - Business NH Magazine's Nonprofit of the Year, 2013

- Personally Authored and awarded +\$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
 1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
 2. Two Transitional Living Programs; one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
 3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
 4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
 5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA \$1.5M.
- Acquired Organizations Include:
 1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
 2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.
- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
 1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.
 2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.
 3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, \$3.9M. A project that houses a collaborative effort amongst four not-for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

- New Hampshire Business Review's Outstanding Women in Business, 2011
- Key to The City of Manchester by Mayor Robert Baines, 2005
- National Association of Social Workers, Citizen of the Year, 2005
- NH Business Review's Business Excellence Award, 2004
- Walter J. Dunfee Award for Excellence in Management, Organizational Award, 2004
- NH Commission on the Status of Women – Women's Recognition Award, 2003
- New Hampshire Housing Finance Authority, Best Practices in Housing Development, 2003

in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, \$1.6M. Provides property management and developer fees to assist in organization's sustainability.
5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991

Child Protective Service Worker II Portsmouth, NH
State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, Student, 2019

References

Available Upon Request

Susan L. Silsby

SUMMARY OF QUALIFICATIONS

- Over 25 years of experience in the non- profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

EDUCATION

University System of New Hampshire Plymouth, New Hampshire
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National
Sorority

PROFESSIONAL EXPERIENCE

1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998-2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

EASTER SEALS NH, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$300,000.00	0%	\$0
Elin Treanor	CFO	\$229,154.40	0%	\$0
Joseph Emmons	CDO	\$129,780.00	0%	\$0
Tina Sharby	CHRO	\$160,650.00	0%	\$0
Nancy Rollins	COO	\$148,500.00	0%	\$0
Susan Silsby	SVP of Adult Services	\$164,324.29	0%	\$0

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-04


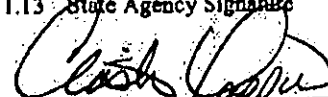
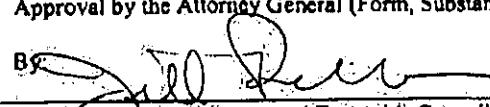
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

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 Grafton County Senior Citizens Council, Inc.		1.4 Contractor Address 10 Campbell St. P.O. Box 433 Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-4897	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$645,745.58
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: 4-27-2020		1.12 Name and Title of Contractor Signatory Kathleen Vasconcelos, Executive Director	
1.13 State Agency Signature  Date: 5.1.2020		1.14 Name and Title of State Agency Signatory Christine Tapan, 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: 5/8/2020			
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
RFA-2021-DLTSS-08-SERVI-04

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928



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 upon Governor & Executive Council approval or July 1, 2020, whichever is later ("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) 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.



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Grafton County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.



EXHIBIT B

- 1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.6.1. Meet the needs of individuals.
 - 1.6.2. Are sustained throughout the geographic area.
 - 1.6.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

2.1.1.1.1. Operate as an independent program.

2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.

2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.

2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

2.1.1.2.1. Is an easily accessible area and location.

2.1.1.2.2. Meets all applicable state and local building rules and ordinances.

2.1.1.2.3. Has sufficient space that includes, but is not limited to:

2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.

2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.

2.1.1.2.6. Has barrier-free/handicap access.

2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:

2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.

2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.



EXHIBIT B

- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.



EXHIBIT B

- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.



EXHIBIT B

2.1.2. Outreach and Education Services

- 2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.
- 2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
- 2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:
 - 2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

- 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.2.1.1.2. All services and resources available to the population of the geographic region.
- 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
- 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer. 7.5 Manual, and as amended.
- 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).



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- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.



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- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition.
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and



EXHIBIT B

community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:



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- 2.3.1.3.1. NH Family Caregiver Program
- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.



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- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for ill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
- 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
- 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
- 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
- 2.4.2.4. The Contractor shall provide personalized counseling services.
- 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
- 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
- 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
- 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
- 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.



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- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
 - 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.4.3.2.9. Purchasing media in the local area.



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- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
- 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
- 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
- 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
- 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
- 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
- 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
- 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
- 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.



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- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.
- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.



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3. Performance Measures and Reporting Requirements

- 3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services
 - 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.
 - 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
 - 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
 - 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.
- 3.2. Consumer Eligibility & Enrollment Services
 - 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:



EXHIBIT B

- 3.2.1.4. Demographics of individuals in need of specialized services:
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:



EXHIBIT B

- 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
- 3.3.3.8.2. Number of sessions per caregiver.
- 3.3.3.8.3. Number of caregivers referred to agencies.
- 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS



EXHIBIT B

<p>3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS</p>
<p>3.3.4.3. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.</p>	<p>SHIP/STARS Beneficiary Forms imbedded in Refer 7</p>
<p>3.3.4.4. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms imbedded in Refer 7</p>
<p>3.3.4.5. Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms imbedded in Refer 7</p>

3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

3.3.5.1. Quarterly SHIP progress reports.

3.3.5.2. Monthly outreach reports.

3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
<p>3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month.</p>



EXHIBIT B

	by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2	Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3	Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings; as required by ACL for quarterly Progress Reports to the Department.

4. Staffing

- 4.1. The Contractor shall ensure Servicelink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager** – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. **Information and Referral Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).



EXHIBIT B

- 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
 - 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
 - 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
 - 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than .75 full-time equivalent (FTE).
 - 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than .75 FTE.
- 4.5. Criminal Background Check and BEAS State Registry Checks



EXHIBIT B

- 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
- 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Additional Terms

5.1. Credits and Copyright Ownership

- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.1.3.1. Brochures.
 - 5.1.3.2. Resource directories.
 - 5.1.3.3. Protocols or guidelines.
 - 5.1.3.4. Posters.
 - 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records



EXHIBIT B

- 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 must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 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.
- 6.2. 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.

7. Exhibits Incorporated

- 7.1. 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.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHQAF-02; 75% Federal Funds, 25% General Funds.
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds.
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of .8% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.



EXHIBIT C

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
105 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 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 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and 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:

Grafton County Senior Citizens Council, Inc.

Exhibit C

Contractor Initials: MMW

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Date: 4-27-2026



EXHIBIT C

- 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.
- 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. 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 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Grafton County Senior Citizens Council, Inc.
 Budget Request for: RFA-2021-DLTSS-08-SERVI-04
 Service: Link Aging and Disability Resource Center Services
 Budget Period: 7/1/20 - 6/30/21

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 239,604.00	\$ 1,982.00	\$ 241,586.00	\$ -	\$ -	\$ -	\$ 239,604.00	\$ 1,982.00	\$ 241,586.00
2. Employee Benefits	\$ 34,168.00	\$ -	\$ 34,168.00	\$ -	\$ -	\$ -	\$ 34,168.00	\$ -	\$ 34,168.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,476.00	\$ -	\$ 1,476.00	\$ -	\$ -	\$ -	\$ 1,476.00	\$ -	\$ 1,476.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 12,544.00	\$ 614.00	\$ 13,158.00	\$ -	\$ -	\$ -	\$ 12,544.00	\$ 614.00	\$ 13,158.00
7. Occupancy	\$ 25,188.00	\$ -	\$ 25,188.00	\$ -	\$ -	\$ -	\$ 25,188.00	\$ -	\$ 25,188.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,211.00	\$ -	\$ 3,211.00	\$ -	\$ -	\$ -	\$ 3,211.00	\$ -	\$ 3,211.00
Postage	\$ 1,587.00	\$ -	\$ 1,587.00	\$ -	\$ -	\$ -	\$ 1,587.00	\$ -	\$ 1,587.00
Subscriptions	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ -	\$ -	\$ 68.00	\$ -	\$ 68.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 303.00	\$ -	\$ 303.00	\$ -	\$ -	\$ -	\$ 303.00	\$ -	\$ 303.00
11. Staff Education and Training	\$ 1,481.00	\$ -	\$ 1,481.00	\$ -	\$ -	\$ -	\$ 1,481.00	\$ -	\$ 1,481.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Volunteers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 319,818.00	\$ 2,596.00	\$ 322,414.00	\$ -	\$ -	\$ -	\$ 319,818.00	\$ 2,596.00	\$ 322,414.00
Indirect As A Percent of Direct		0.8%							

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Grafton County Senior Citizens Council, Inc.											
Budget Request for: RFA-2021-DLTSS-08-SERVI-04											
Service: Link Aging and Disability Resource Center Services											
Budget Period: 7/1/21 - 6/30/22											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DRHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 230,804.00	\$ 1,082.00	\$ 231,886.00	\$ -	\$ -	\$ -	\$ 230,804.00	\$ 1,082.00	\$ 231,886.00		
2. Employee Benefits	\$ 34,166.00	\$ -	\$ 34,166.00	\$ -	\$ -	\$ -	\$ 34,166.00	\$ -	\$ 34,166.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ 1,476.00	\$ -	\$ 1,476.00	\$ -	\$ -	\$ -	\$ 1,476.00	\$ -	\$ 1,476.00		
Purchase/Discretion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ 12,544.00	\$ 614.00	\$ 13,158.00	\$ -	\$ -	\$ -	\$ 12,544.00	\$ 614.00	\$ 13,158.00		
7. Occupancy	\$ 25,188.00	\$ -	\$ 25,188.00	\$ -	\$ -	\$ -	\$ 25,188.00	\$ -	\$ 25,188.00		
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 3,211.00	\$ -	\$ 3,211.00	\$ -	\$ -	\$ -	\$ 3,211.00	\$ -	\$ 3,211.00		
Postage	\$ 1,567.00	\$ -	\$ 1,567.00	\$ -	\$ -	\$ -	\$ 1,567.00	\$ -	\$ 1,567.00		
Subscriptions	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ -	\$ -	\$ 68.00	\$ -	\$ 68.00		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ 303.00	\$ -	\$ 303.00	\$ -	\$ -	\$ -	\$ 303.00	\$ -	\$ 303.00		
11. Staff Education and Training	\$ 1,481.00	\$ -	\$ 1,481.00	\$ -	\$ -	\$ -	\$ 1,481.00	\$ -	\$ 1,481.00		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specify direct/mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Volunteer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 319,818.00	\$ 2,598.00	\$ 322,416.00	\$ -	\$ -	\$ -	\$ 319,818.00	\$ 2,598.00	\$ 322,416.00		
Indirect As A Percent of Direct											0.8%



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)
262 Cottage St, Suite 6-25, Littleton, Grafton County, NH 03561
10 Campbell St. Lebanon, Grafton County, NH 03766
Check if there are workplaces on file that are not identified here.

Vendor Name: Grafton County Senior Citizens Council, Inc.

4-27-2020
Date

Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director



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: Grant County Senior Citizens Council, Inc.

4-27-2020
Date

Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director



**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: Grafton County Senior Citizens Council, Inc

4-27-2020
Date

Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director



**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: Cranton County Senior Citizens Council, Inc.

4-27-2020

Date

Kathleen Vasconcelos

Name: Kathleen Vasconcelos
Title: Executive Director

Exhibit G

Vendor Initials KV

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Grafton County Senior Citizens Council, Inc.

4-27-2020
Date

KM Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director



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.



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

3/2014

Contractor Initials KMW

Date 4-27-2020



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 MMW

Date 4-27-2020



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

Christie Tappan
Signature of Authorized Representative

Christie Tappan
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

May 1, 2020
Date

Grafton County Senior Citizens Council, Inc.
Name of the Contractor

Kathleen Vasconcelos
Signature of Authorized Representative

Kathleen Vasconcelos
Name of Authorized Representative

Executive Director
Title of Authorized Representative

4-27-2020
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:

4-27-2020

Date

Name: Kathleen Vasconcelos
Title: Executive Director

Contractor Initials

Date 4-27-2020



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: 028411510
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

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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



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.

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

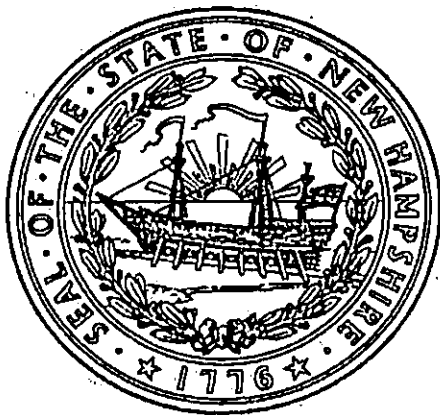
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 13, 1972. 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: 65677

Certificate Number: 0004879927



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 1st day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, ROBERT B. MULL, 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 GRAFTON COUNTY SENIOR CITIZENS COUNCIL
(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 JULY 24, 2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

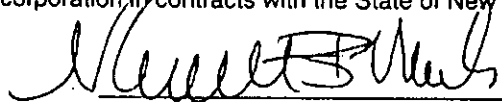
VOTED: That KATHLEEN VASCONCELOS EXEC. DIRECTOR (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of GRAFTON COUNTY SENIOR CITIZEN COUNCIL 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: APR. 27, 2020



Signature of Elected Officer

Name: ROBERT B. MULL

Title: PRESIDENT, GCSCC



GRAFCOU-01

ARUDIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2020

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

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

PRODUCER Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001	CONTACT NAME: Janice Huntley PHONE (A/C, No, Ext): (800) 296-5722 3716 FAX (A/C, No): (802) 296-6126 E-MAIL ADDRESS: jchuntley@kinneypike.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Grafton County Senior Citizens PO Box 433 Lebanon, NH 03766	INSURER A: Massachusetts Bay Ins Co NAIC # 22306	
	INSURER B: Citizens Ins. Co. of America NAIC # 31534	
	INSURER C: Hanover Insurance Company NAIC # 22292	
	INSURER D: Wesco Insurance Company NAIC # 25011	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

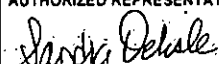
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZBV-8862911-09	10/25/2019	10/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 EMPLOYEE BENEFIT \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ABV8808402-09	10/25/2019	10/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			UHV 8882696-09	10/25/2019	10/25/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3441058	11/13/2019	11/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Commercial Property			ZBV-8862911-09	10/25/2019	10/25/2020	Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Statutory Coverage applies in NH & FL. Robert Muh, Flora Meyer and Lawrence Kelly are Excluded Officers.

CERTIFICATE HOLDER

CANCELLATION

State of NH Dept. of Health & Human Services 239 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 
--	---

OUR MISSION

The purpose of Grafton County Senior Citizens Council is to develop, strengthen and provide programs and services which support the health, dignity and independence of older adults and adults with disabilities living in our communities.

**GRAFTON COUNTY SENIOR
CITIZENS COUNCIL, INC.**

FINANCIAL STATEMENTS

September 30, 2019 and 2018

SINGLE AUDIT REPORTS

September 30, 2019

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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CONCORD, NEW HAMPSHIRE 03301
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MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of GraftonH County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2019 and the related statement of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Grafton County Senior Citizens Council, Inc. as of September 30, 2019 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Grafton County Senior Citizens Council, Inc.'s 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 11, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 21, 2020, on our consideration of Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and compliance.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
February 21, 2020

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF FINANCIAL POSITION
September 30, 2019 With Comparative Totals for September 30, 2018
See Independent Auditor's Report

ASSETS	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2019	Total 2018
CURRENT ASSETS				
Cash and cash equivalents	\$ 251,716	\$ 7,523	\$ 259,239	\$ 40,073
Investments	232,350	-	232,350	406,525
Accounts receivable	4,752	-	4,752	1,249
Grants receivable	268,130	5,263	273,393	177,904
Inventories	23,145	-	23,145	24,378
Prepaid expenses	16,292	-	16,292	13,313
	<u>796,385</u>	<u>12,786</u>	<u>809,171</u>	<u>663,442</u>
LAND, BUILDING AND EQUIPMENT, at cost				
Land, buildings and improvements	3,223,595	-	3,223,595	3,136,484
Equipment	234,246	-	234,246	226,451
Vehicles	637,947	-	637,947	577,032
	<u>4,095,788</u>	<u>-</u>	<u>4,095,788</u>	<u>3,939,967</u>
Accumulated depreciation	<u>(1,913,176)</u>	<u>-</u>	<u>(1,913,176)</u>	<u>(1,762,695)</u>
	<u>2,182,612</u>	<u>-</u>	<u>2,182,612</u>	<u>2,177,272</u>
LONG-TERM ASSETS				
Investments, Endowment	<u>102,070</u>	<u>211,994</u>	<u>314,064</u>	<u>414,736</u>
Total Assets	<u>3,081,067</u>	<u>224,780</u>	<u>3,305,847</u>	<u>3,255,450</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	75,563	-	75,563	66,465
Accrued expenses	126,243	-	126,243	128,019
Line of credit	157,000	-	157,000	-
Security deposits	325	-	325	325
	<u>359,131</u>	<u>-</u>	<u>359,131</u>	<u>194,809</u>
NET ASSETS				
Without donor restriction:				
Operating	204,904	-	204,904	45,835
Board designated	334,420	-	334,420	609,530
Investment in fixed assets	2,182,612	-	2,182,612	2,177,272
	<u>2,721,936</u>	<u>-</u>	<u>2,721,936</u>	<u>2,832,637</u>
With donor restriction	-	224,780	224,780	228,004
	<u>2,721,936</u>	<u>224,780</u>	<u>2,946,716</u>	<u>3,060,641</u>
Total Liabilities and Net Assets	<u>\$3,081,067</u>	<u>\$ 224,780</u>	<u>\$3,305,847</u>	<u>\$3,255,450</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2019
With Comparative Totals For Year Ended September 30, 2018
See Independent Auditor's Report

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2019	Total 2018
SUPPORT, REVENUES AND GAINS				
Contributions:				
Local government agencies	\$ 367,075	\$ -	\$ 367,075	\$ 358,343
Senior center activities and fundraising	49,155	-	49,155	51,551
Program participant	236,220	-	236,220	238,787
General contributions and other	439,015	11,229	450,244	646,502
Contributions, non-cash	371,822	-	371,822	304,133
Special events	32,787	-	32,787	33,664
Bequests	-	-	-	133,430
United Way agencies	-	32,293	32,293	31,209
Other Support:				
Rental income	19,601	-	19,601	18,691
Governmental programs and fees for contract services	2,306,212	-	2,306,212	2,125,313
	<u>3,821,887</u>	<u>43,522</u>	<u>3,865,409</u>	<u>3,941,623</u>
INVESTMENT REVENUES AND GAINS				
Interest and dividends	15,860	6,546	22,406	20,600
Realized and unrealized gain on investments and Endowment, net of fees	7,316	4,344	11,660	23,300
	<u>23,176</u>	<u>10,890</u>	<u>34,066</u>	<u>43,900</u>
TOTAL SUPPORT, REVENUES AND GAINS	<u>3,845,063</u>	<u>54,412</u>	<u>3,899,475</u>	<u>3,985,523</u>
Net Assets Released From Donor Imposed Restrictions				
	<u>57,636</u>	<u>(57,636)</u>	<u>-</u>	<u>-</u>
EXPENSES				
PROGRAM SERVICES				
Senior transportation	611,844	-	611,844	631,176
Nutrition programs	2,140,542	-	2,140,542	2,102,937
Social services programs	104,988	-	104,988	114,285
Service Link	395,546	-	395,546	362,721
RSVP programs	116,680	-	116,680	110,291
Senior center activities	71,019	-	71,019	74,832
	<u>3,440,618</u>	<u>-</u>	<u>3,440,618</u>	<u>3,396,242</u>
SUPPORTING SERVICES				
Management and general	515,503	-	515,503	448,359
Fundraising	57,279	-	57,279	50,633
	<u>572,782</u>	<u>-</u>	<u>572,782</u>	<u>498,992</u>
TOTAL EXPENSES	<u>4,013,400</u>	<u>-</u>	<u>4,013,400</u>	<u>3,895,234</u>
NET INCREASE (DECREASE) IN NET ASSETS	<u>(110,701)</u>	<u>(3,224)</u>	<u>(113,925)</u>	<u>90,289</u>
NET ASSETS, BEGINNING OF YEAR	<u>2,832,637</u>	<u>228,004</u>	<u>3,060,641</u>	<u>2,970,352</u>
NET ASSETS, END OF YEAR	<u>\$ 2,721,936</u>	<u>\$ 224,780</u>	<u>\$ 2,946,716</u>	<u>\$ 3,060,641</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
 STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ending September 30, 2019
 (With Comparative Totals for the Year Ended September 30, 2018)
 See Independent Auditor's Report

	PROGRAM SERVICES						SUPPORT		MEMORANDUM TOTALS		
	Senior Transportation	Nutrition	Social Services	Service Link	RSVP	Senior Activity	Total Program	Management and General	Fund Raising	2019	2018
Salaries and wages	\$ 297,422	\$ 785,027	\$ 80,511	\$ 267,525	\$ 75,107	\$ -	\$ 1,505,592	\$ 290,689	\$ 32,299	\$ 1,828,580	\$ 1,726,585
Payroll taxes	22,720	59,424	6,088	20,350	5,572	-	114,154	21,873	2,430	138,457	130,333
Fringe benefits	27,940	68,422	10,130	21,227	15,463	-	143,182	19,205	2,134	164,521	171,439
Travel	6,609	56,665	1,720	19,442	7,621	609	92,666	3,825	425	96,916	97,723
Supplies	4,913	108,498	131	6,912	2,145	1,321	123,920	12,822	1,425	138,167	155,014
Food and beverages	-	401,984	-	-	-	87	402,071	457	51	402,579	423,957
Donated food and beverages	-	310,064	-	-	-	3,444	313,508	1,771	197	315,476	287,562
Rent and utilities	24,426	116,714	1,201	17,721	-	-	160,062	4,006	445	164,513	152,327
Vehicle expense	86,025	81	-	-	-	-	86,106	-	-	86,106	94,754
Postage	424	1,612	55	836	1,014	458	4,399	3,560	396	8,355	10,574
Repairs and maintenance	22,098	122,730	1,131	5,035	38	16	151,048	18,299	2,033	171,380	161,077
Telephone and internet	3,379	16,111	268	5,698	761	-	26,217	2,260	251	28,728	25,297
Professional Fees	-	1,800	-	972	-	15,539	18,311	52,751	5,861	76,923	110,851
Bank and investment fees	-	700	-	-	-	268	968	748	83	1,799	2,421
Interest expense	-	-	-	-	-	-	-	4,035	448	4,483	1,282
Dues and subscriptions	784	144	29	30	125	460	1,572	2,329	259	4,160	4,236
Insurance	28,127	47,541	2,845	11,473	3,470	-	93,456	15,529	1,725	110,710	107,344
Marketing/public relations	63	158	31	638	75	561	1,526	8,632	959	11,117	13,229
Staff development	2,332	1,765	179	696	1,786	-	6,758	4,118	458	11,334	13,259
Printing and copying	219	598	77	919	38	104	1,955	1,005	112	3,072	2,868
Volunteer recognition	140	161	5	33	8	2,533	2,880	648	72	3,600	1,912
Miscellaneous expenses	3	19	-	1,129	43	579	1,773	16,221	1,802	19,796	3,015
Depreciation	84,220	39,543	587	4,251	-	-	128,601	21,027	2,336	151,964	143,478
Fundraising	-	-	-	-	-	231	231	1,490	166	1,887	3,759
Website costs	-	-	-	-	640	-	640	7,898	878	9,416	10,306
Other program expenses	-	781	-	10,659	2,774	536	14,750	-	-	14,750	5,331
Senior activity expense	-	-	-	-	-	44,273	44,273	305	34	44,612	35,301
Total Expenses	\$ 611,844	\$ 2,140,542	\$ 104,988	\$ 395,546	\$ 116,680	\$ 71,019	\$ 3,440,618	\$ 515,503	\$ 57,279	\$ 4,013,400	\$ 3,895,234

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2019 and 2018
See Independent Auditor's Report

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (decrease) in net assets	\$ (113,925)	\$ 90,289
Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities:		
Depreciation	151,964	143,478
Contributions of fixed assets	(56,347)	-
Net (gain) on realized & unrealized investments & Endowment	(18,795)	(31,318)
(Increase) decrease in operating assets		
Accounts receivable	(3,503)	118
Grants receivable	(95,489)	61,623
Inventories	1,223	(499)
Prepaid expenses	(2,979)	(6,563)
Increase (decrease) in operating liabilities		
Accounts payable	9,097	14,030
Accrued expenses	(1,776)	10,031
Net cash provided (used) by operating activities	<u>(130,530)</u>	<u>281,189</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from sales on investments and Endowment	373,802	38,001
Purchases of investments and Endowment	(80,149)	(170,356)
Cash paid for purchases of fixed assets	<u>(100,957)</u>	<u>(99,228)</u>
Net cash provided (used) by investing activities	<u>192,696</u>	<u>(231,583)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net (proceeds) payments on line of credit	<u>157,000</u>	<u>(45,000)</u>
Net increase in cash and cash equivalents	219,166	4,606
Cash and cash equivalents, beginning of year	<u>40,073</u>	<u>35,467</u>
Cash and cash equivalents, end of year	<u>\$ 259,239</u>	<u>\$ 40,073</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid for interest	<u>\$ 4,483</u>	<u>\$ 1,282</u>
Non cash contributions	<u>\$ 371,822</u>	<u>\$ 304,133</u>
Cost of fixed assets acquired	157,304	99,228
Donation of fixed assets	(56,347)	-
Net cash paid for fixed assets	<u>\$ 100,957</u>	<u>\$ 99,228</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019 and 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the "Organization" or the "Council") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Council, and the Council's conformity with such principles, are described below. These disclosures are an integral part of the Council's financial statements.

A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS

The Grafton County Senior Citizens Council, Inc. is a "not-for-profit" organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council's program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

B. BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

C. FINANCIAL STATEMENT PRESENTATION

The Council maintains its accounting records on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

D. USE OF ESTIMATES

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

E. CASH, CASH EQUIVALENTS AND INVESTMENTS

For purposes of the Statements of Cash Flows, the Council considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of September 30, 2019 and 2018.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019 and 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. PROMISE TO GIVE

The Organization has adopted FASB ASC 958-605-20, "Accounting for Contributions Received and Contributions Made." In accordance with FASB ASC 958-605-20, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions. Time-restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of time restriction. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2019 and 2018, respectively.

G. IN-KIND AND NON-CASH CONTRIBUTIONS

Contributed Services

The Council receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations of the Council. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended September 30, 2019 and 2018 amounted to 54,219 and 76,264 hours, respectively. If valued at the New Hampshire minimum wage of \$7.25 per hour the contributed services would total \$393,088 and \$552,914, respectively.

Contributed goods

The Council receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life.

For the year ended September 30, 2019 contributed food, supplies, and fixed assets were \$310,064, \$5,411 and \$56,347, respectively. For the year ended September 30, 2018 contributed food, supplies, and fixed assets were \$287,563, \$16,570 and \$0, respectively.

H. INCOME TAXES

The Council has been notified by the Internal Revenue Service that it is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Council is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Council are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition and recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2019 and 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. INVESTMENTS

The Council has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of \$1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

	<u>Years</u>
Buildings and improvements	7-50
Equipment	5-20
Vehicles	5-7

Depreciation expense recorded by the Council for the years ended September 30, 2019 and 2018 was \$151,963 and \$143,478, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2019 and 2018, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items.

O. FINANCIAL INSTRUMENTS

The carrying value of cash and cash equivalents, accounts and grants receivable, prepaid expenses, inventories, accounts payable, accrued expenses and line of credit are stated at carrying cost at September 30, 2019 and 2018, which approximates fair value due to the relatively short maturity of these instruments. Other financial instruments held at year-end are investments, which are stated at fair value.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019 and 2018

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. NEW ACCOUNTING PRONOUNCEMENT

During the year ended September 30, 2019, the Council adopted the requirements of the Financial Accounting Standards Board's Accounting Standards Update No. 2016- 14—Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities (ASU 2016- 14). This Update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return between not-for-profit entities. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets and permanently restricted net assets are now reported as net assets with donor restrictions.

The accompanying information from the 2018 financial statements has been restated to conform to the 2019 presentation and disclosure requirements of ASU 2016-14.

Q. RECLASSIFICATION

Certain financial statement and note information from the prior year financial statements has been reclassified to conform with current year presentation format.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through February 21, 2020, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

3: FUNCTIONAL EXPENSES

Expenses by function have been allocated between program and supporting services classifications on the basis of time records, units of service and estimates made by the Council's management.

4. COST ALLOCATION

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities, consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

5. CONCENTRATION OF CREDIT RISK

At September 30, 2019 and 2018, the carrying amounts and bank balances with financial institutions of the Council's cash deposits are categorized by "credit risk" as follows:

Category 1	Deposits that are insured by the Federal Deposit Insurance Corporation (FDIC) Or collateralized by securities held by the Council (or its agent) in the Council's name.
Category 2	Deposits that are uninsured and collateralized by securities that are held by the pledging institution's trust department (or agent) in the Council's name.
Category 3	Deposits that are uninsured and uncollateralized or collateralized by securities that are held by the pledging institution's trust department (or agent) but not in the Council's name.

At September 30, 2019 and 2018, the Organization had no uninsured cash balances, respectively.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2019 and 2018

6. INVESTMENTS AND INVESTMENTS, ENDOWMENT

The Council maintains individual and pooled investments containing both restricted and unrestricted funds. Investment income, gains, losses, and management fees of any pool are allocated to activities based on each activity's pro-rata share (on dollar and time basis) in the pool. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the balance sheet date. All other investments are stated at cost. Donated investments are recorded at the "fair market value" as of the date of receipt. Investment income, realized and unrealized gains, losses, dividends and interest unrestricted activities are recorded as operating activities. Investment interest and dividend income on restricted activities is added to, or deducted from, the appropriate activity.

All investments are Board designated without donor restriction. Investments were comprised of the following:

	<u>2019</u>	<u>2018</u>
Investments:		
Money Markets	\$ 8,246	\$ 14,822
Bond Mutual Funds	106,934	175,669
ETFs	<u>117,170</u>	<u>216,032</u>
	<u>\$232,350</u>	<u>\$406,525</u>

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets or liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets. None of the investments are Level 2 or Level 3 investments.

The Investment, Endowment was comprised of the following:

	<u>2019</u>	<u>2018</u>
Investment , Endowment		
Money Markets	\$ 3,915	\$ 22,462
Bond Mutual Funds	145,505	180,572
ETFs	<u>164,644</u>	<u>211,702</u>
Total	<u>\$314,064</u>	<u>\$414,736</u>

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019 and 2018

6. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Endowment Funds and Net Assets

In August 2008, the Financial Accounting Standards Board issued FASB Accounting Standards Codification Topic 958-205 "*Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds*" (FASB ASC Topic 958-205).

Topic 958-205 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). Topic 958-205 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Organization has adopted Topic 958-205. The Organization's endowment consists of donated common stocks and purchased mutual funds established for a variety of purposes that support the Organization's mission. Its endowment includes both donor-restricted and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulation to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- 1) The duration and preservation of the various funds
- 2) The purposes of the donor-restricted endowment funds
- 3) General economic conditions
- 4) The possible effect of inflation and deflation.
- 5) The expected total return from income and the appreciation of investments
- 6) Other resources of the Organization
- 7) The investment policies of the Organization

Investment Return Objectives, Risk Parameters and Strategies

The Endowment Fund was established to provide a source of continued support for the service provided by the Council. The finance committee has the authority to invest in mutual funds, cash or cash equivalents or Electronically Traded Funds (ETF) in proportions at their discretion. The Endowment Fund is invested with a recommended mix of approximately 53% equities, 46% fixed income and 1% cash and cash equivalents.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019 and 2018

6. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Spending Policy

The spending policy is to take distributions of annual amounts of 5% of the trailing eight quarter average value of the fund assets. However, 83% of the balance of the fund may be spent if authorized by a majority vote of the Board of Directors. The remainder of the fund is made up of net assets with donor restrictions in perpetuity. These donor restricted funds allow for the earnings to be released for spending each year.

The composition of endowment net assets and the changes in endowment net assets as of September 30, 2019 and 2018 are as follows:

	<u>Board Designated</u>	<u>Restricted in Perpetuity</u>	<u>Total</u>
Endowment net assets, September 30, 2017	\$110,648	\$202,699	\$313,347
Net, contributions/withdrawals	85,322	-	85,322
Investment income	4,349	5,267	9,616
Net appreciation	7,433	7,718	15,151
Withdrawals in accordance with spending policy	<u>(4,747)</u>	<u>(3,953)</u>	<u>(8,700)</u>
Endowment net assets, September 30, 2018	<u>\$ 203,005</u>	<u>\$211,731</u>	<u>\$414,736</u>
Net, contributions/withdrawals	(90,307)	-	(90,307)
Investment income	5,405	6,546	11,951
Net appreciation	2,976	4,344	7,320
Withdrawals in accordance with spending policy	<u>(19,009)</u>	<u>(10,627)</u>	<u>(29,636)</u>
Endowment net assets, September 30, 2018	<u>\$ 102,070</u>	<u>\$211,994</u>	<u>\$314,064</u>

7. COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of service, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of September 30, 2019 and 2018 in the amounts of \$81,797 and \$87,802, respectively.

8. LINE OF CREDIT

The Council has a \$200,000 line of credit at an area bank, unsecured, with a variable interest rate equal to the Wall Street Journal Prime Index. The line of credit expires March 15, 2020. The interest rate at September 30, 2019 and 2018 was 3.75% and 3.75%, respectively. Interest payments are required monthly. The outstanding balance as of September 30, 2019 and 2018 was \$157,000 and \$0, respectively.

9. CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2019 and 2018

10. LEASE OBLIGATION

In May 2011, the Council entered into an agreement to lease property in Littleton over twenty years in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2019 and 2018, respectively, the Council expensed rent in the amount of \$4,200 related to the lease.

In July 2014 the Council renewed its lease of property in Littleton for three years. In June 2017 the lease was extended two years and expires in June 2019. As of the date of this report the Council is operating under a verbal agreement. During the years ended September 30, 2019 and 2018, respectively, the Council expensed rent in the amount of \$15,686 and \$15,529 related to the lease, respectively.

In November 2019 the Council entered a new lease agreement for additional space in Littleton. This is a three-year lease expiring in October 2022. There is no rent expense related to this lease.

The Council leases a property in Lincoln, New Hampshire. The current lease agreement expires in December 2020. During the years ended September 30, 2019 and 2018, respectively, the Council expensed rent in the amount of \$12,216 and \$12,035 related to this lease.

In October 2019 the Council renewed a one-year lease of property in Bristol, New Hampshire. The agreement expires in October 2020. During the years ended September 30, 2019 and 2018, respectively, the Council expensed rent in the amount of \$10,800 related to this lease.

In January 2020 the Council renewed a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in December 2020. During the years ended September 30, 2019 and 2018, respectively, the Council expensed rent in the amount of \$4,980 related to the lease.

In January 2016 the Council entered a ten-year agreement with the town of Canaan to mutually maintain the Indian River Grange Hall. In lieu of rent the Council maintains the utility and custodial costs of operating the Grange Hall.

Future minimum lease payments on the above leases as of September 30 are:

2020	\$ 30,968
2021	12,938
2022	10,030
2023	4,200
2024	4,200
Thereafter	<u>49,000</u>
	<u>\$ 111,336</u>

The Council also leases office equipment under short-term operating lease agreements.

11. ECONOMIC DEPENDENCY

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities.

The following reflects activity for the year ended September 30, 2019:

Federal and State Funded Contracts, Grants and Programs	\$2,306,212
Percentage of Total Support and Revenues	59%

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2019 and 2018

12. BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

	<u>2019</u>	<u>2018</u>
Investment reserve	\$ 60,362	\$ 194,404
Mascoma area reserve	22,588	21,424
Plymouth reserve	9,650	9,161
Littleton reserve	100,571	144,169
Horse Meadow reserve	39,179	37,367
GCSCC Endowment fund	<u>102,070</u>	<u>203,005</u>
Total board designated net assets	<u>\$ 334,420</u>	<u>\$ 609,530</u>

13. NET ASSETS WITH DONOR RESTRICTION

Net assets subject to expenditure for specific purpose or time:

	<u>2019</u>	<u>2018</u>
Bus Fund	\$ -	\$ 500
Hypertherm HOPE Foundation	5,250	4,250
Basket Raffle	556	556
United Way receivable	5,263	4,406
Food Pantry	1,462	-
Plymouth Kitchen	255	-
UVLSRPC	-	<u>6,561</u>
Subtotal	<u>12,786</u>	<u>16,273</u>

Net assets subject to restriction in perpetuity:

Clapper Memorial Fund	34,005	34,180
Jean Clay fund	<u>177,989</u>	<u>177,551</u>
Subtotal	<u>211,994</u>	<u>211,731</u>

Total Net Assets With Donor Restriction \$224,780 \$228,004

14. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Council has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Council's primary source of support is tuition. That support is held for the purpose of supporting the Council's budget. The Council had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 259,239	\$ 40,073
Investments	232,350	406,525
Accounts receivable	4,752	1,249
Grants receivable	<u>273,393</u>	<u>177,904</u>
	769,734	625,751
Less amounts subject to:		
Maturity in less than one year	(157,000)	-
Donor imposed restriction	<u>(224,780)</u>	<u>(228,004)</u>
	<u>\$ 387,954</u>	<u>\$ 397,747</u>

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2019 and 2018

15. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
<u>2019</u>			
Investments & Endowment	\$ 546,414	\$ 546,414	\$ -
Accounts receivable	4,752	-	4,752
Grants receivable	<u>268,130</u>	<u>-</u>	<u>268,130</u>
	<u>\$ 819,296</u>	<u>\$ 546,414</u>	<u>\$ 272,882</u>
 <u>2018</u>			
Investments & Endowment	\$ 783,977	\$ 783,977	\$ -
Accounts receivable	1,249	-	1,249
Grants receivable	<u>177,904</u>	<u>-</u>	<u>177,904</u>
	<u>\$ 963,130</u>	<u>\$ 783,977</u>	<u>\$ 179,153</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

NOTE 16. RENTAL INCOME

The Council allows the public to rent its senior center space for various small events. The Council charges rent per the hour and provides discounts to non-profit organizations. There were no rental agreements as of the date of this report. Rental income for the years ended September 30, 2019 and 2018 were \$19,601 and \$18,691, respectively. There is no required future minimum rental income.

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MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

We have audited, in accordance with the 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, the financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2019, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 21, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Grafton County Senior Citizens Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rowley & Associates, P.C.
Concord, New Hampshire
February 21, 2020

ROWLEY & ASSOCIATES, P.C.

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Grafton County Senior Citizens Council, Inc.'s compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Grafton County Senior Citizens Council, Inc.'s major federal programs for the year ended September 30, 2019. Grafton County Senior Citizens Council, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Grafton County Senior Citizens Council, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Grafton County Senior Citizens Council, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Grafton County Senior Citizens Council, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Grafton County Senior Citizens Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2019.

Report on Internal Control over Compliance

Management of Grafton County Senior Citizens Council, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Grafton County Senior Citizens Council, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Rowley & Associates, P.C.
Concord, New Hampshire
February 21, 2020

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2019

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unqualified opinion on the financial statements of Grafton County Senior Citizens Council, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditor’s Report.
3. No instances of noncompliance material to the financial statements of Grafton County Senior Citizens Council, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.
5. The auditor’s report on compliance for the major federal award programs for Grafton County Senior Citizens Council, Inc. expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major programs were:

Federal Program Cluster:

Title IIIB, Supportive Services and Senior Center	93.044
Title IIIC, Nutrition Services	93.045
Nutrition Services Incentive Program – Food Distribution	93.053

8. The threshold used for distinguishing between Type A and B programs was: \$750,000.
9. Grafton County Senior Citizens Council, Inc. qualified as a low-risk auditee.

SECTION II – FINANCIAL STATEMENT FINDINGS

No Matters Were Reported

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No Matters Were Reported

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 Year Ended September 30, 2019

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA #</u>	<u>Federal Expenditures</u>
AGING-CLUSTER		
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
<i>Passed through the NH Department of Health and Human Services</i>		
Title IIIB, Supportive Services and Senior Centers	93.044	\$ 198,266
Title IIIC, Nutrition Services Incentive Program	93.045	484,081
Nutrition Services Incentive Program - Food Distribution	93.053	<u>120,375</u>
TOTAL AGING-CLUSTER		<u>802,722</u>
OTHER PROGRAMS		
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		
<i>Direct Program</i>		
Title IIA, Retired and Senior Volunteer Program (RSVP)	94.002	92,381
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
<i>Passed through the NH Department of Health and Human Services</i>		
Title XX, Social Services Block Grant	93.667	<u>190,736</u>
TOTAL OTHER PROGRAMS		<u>283,117</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS		<u><u>\$ 1,085,839</u></u>

The accompanying notes are an integral part of this schedule

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2019

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Grafton County Senior Citizens Council, Inc. under programs of the federal government for the year ended September 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Grafton County Senior Citizens Council, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Grafton County Senior Citizens Council, Inc.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

Grafton County Senior Citizens Council, Inc. has elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

BOARD OF DIRECTORS

2020/2022

Year/ Committee	Term	Board Member	Year/ Committee	Term	Board Member
2020 – 2022 President Executive Governance (Chair) Marketing & Dev.	1 st 2022	Bob Muh Littleton, NH 03561		1 st 2022	Lori Fortini Lebanon NH 03766
2020 – 2022 Vice President Executive Finance Personnel	1 st 2022	Bill Geraghty Hanover NH 03755	Personnel (Chair)	2 nd 2022	Carol Govoni Lincoln, NH 03251
2020 – 2022 Treasurer Executive Finance (Chair)	1 st 2022	Dean Cashman Lebanon NH 03766	Executive Facilities	3 rd 2021	Larry Kelly West Lebanon, NH 03784
2020 – 2022 Secretary Executive Governance Strategic Planning	2 nd 2022	Martha Richards Holderness, NH 03245	Program Planning & Evaluation (Chair)	2 nd 2021	Craig Labore, Administrator Grantham, NH
Facilities	3 rd 2022	Ralph Akins Lebanon, NH 03766	Strategic Planning	2 nd 2022	Steve Marion Hanover, NH 03755
Governance	3 rd 2021	Patricia Brady Woodsville, NH 03785	Marketing & Development	1 st 2022	Doug Menzies Littleton NH 03561-5511
Strategic Planning (Chair)	2 nd 2022	Neil Castaldo Hanover, NH 03755	Program Planning & Evaluation	1 st 2022	Natalie Murphy Bridgewater NH 03222-5107
			Finance Facilities	3 rd 2021	Frank Thibodeau Canaan, NH 03741

Alison H. Morgan

CAREER OBJECTIVE

To continue in the field of Social Services preferably in administration.

EXPERIENCE

ServiceLink of Grafton County Director July, 2014 – Present

Hiring and supervision of staff, establish and monitor program budget, work in collaboration with ServiceLink Advisory Board, GCSCC Board of Directors and the Department of Health and Human Services in developing and carrying out services as outlined in the agreement with the Department.

Southern New Hampshire Services – Housing May, 2013 - Present

Responsible for eligibility for independent senior housing, implementation of HUD and EIV regulations.

State of New Hampshire – Head Start State Collaboration Office May, 2013 – October, 2013

Contract position to research and analyze data on School Readiness and Family Engagement collected by the five New Hampshire Head Start programs and the Department of Education to determine outcomes in each area.

Tri County Community Action Head Start September, 1993 – May, 2013

2002 – 2013 Program Director

Established and monitored program budget, grant writing, training for all staff and volunteers, on-going training and technical assistance to the CAP Board of Directors, creation and implementation of program goals, research and development of the Community Needs Assessment for the three Northern New Hampshire Counties, established policies and procedures for volunteers, created collaborative agreements with school departments and community agencies, interpretation and implementation of federal and state regulations, program design and management.

1999 - 2002 Assistant Director

Clinical supervision of Area Coordinators/Service Managers, established training for all staff based on identified needs and mandates, designed and implemented personnel appraisal process, monitored training budget.

1994 – 1999 Family Services Manager/Area Coordinator

Established and monitored social services delivery systems, provided training and technical assistance to Managers and staff, provided direct supervision to local site staff in all component areas (Education, Nutrition, Transportation, Health), established and monitored child abuse and neglect policies and procedures.

1993 – 1994 Family Support Coordinator

Recruitment and registration of children and families entering into the program, assisting families with on-going social service, health and nutrition needs, community advocacy and developing and working with volunteer parent groups.

Loon Mountain Corporation

November, 1991 – September, 1993

Director, Children's Programs

Established and supervised programs for children 6 weeks to 12 years old.

**State of New Hampshire – Division for Children
Youth and Families**

June, 1983 – November, 1991

Supervisor

Supervision of direct service workers and child protection workers in all areas of community networking and coordination of services to families, implementation of state and federal law, managed budgets and provided training on local and state levels.

Nashua Children's Association, Nashua New Hampshire September, 1982 – June, 1983

Family Counselor

Provided direct services for families with children at risk of being placed out of the home, intake and referrals, established policies and procedures, developed monthly statistical reports for the Board of Directors.

Youth Adult Council, Westport, Connecticut

August, 1981 – September, 1982

Family Services Coordinator

Crisis counseling for youth under the age of 18 and their families, career counseling, job placements, design and implementation of educational and recreational programs, grant writing.

EDUCATION

University of Connecticut
Graduate School of Social Work – 16 credits

Southern Connecticut State University
BS – Accredited degree in Social Work with double minor in Child Psychology and Sociology. 1981
Graduated with honors.

HONORS and AWARDS

Who's Who in American Colleges and Universities, 1981
Head Start Social Services Competency Based Panel Member, Washington, DC
New England Head Start Association – NH Director Representative 2006 – 2013
Treasurer 2008 - 2012

COMMUNITY SERVICE

Board of Director's Chairperson, Franconia Children's Center 1994 – 1997 and present
Vice Chairperson, Lafayette Regional School Parent's Association 2000 – 2004
Volunteer Coordinator, Profile Booster Club 2006 – 2010
Annual fundraiser volunteer for Franconia Food Pantry 2010 - present

Betsey L. Cheney

OBJECTIVE

To work for a business that I can respect and where I am respected as a person; with leadership that expresses clear goals and rules; where I may use my abilities and experience to become an essential member of a smooth running team.

EXPERIENCE

Senior

Accountant

2017 - Current

Grafton County Senior Citizens Council, Inc., Lebanon, NH

Responsibilities: Under the general direction of the Associate Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

Finance

Director

2009 - 2017

Grafton County Senior Citizens Council, Inc., Lebanon, NH

Responsibilities: Under the general direction of the Executive Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

1992-2009

Finance

Manager

2005 -2009

Vermont Public Transportation Association, White River Jct., VT

Responsibilities: Oversee a modular fund accounting system covering a budget in excess of \$10 million subject to governmental audit standards. Perform all duties necessary from daily entries into subsidiary ledgers to analyze and provide monthly financial statements to the Board. Modules included Accounts Payable, Accounts Receivable, Payroll and General Ledger. Financial Software used: Microsoft Great Plains Dynamics. Coordinate and execute the closing of the current office with the current ongoing demands of business.

Medicaid Program Coordinator

1997 - 2005

Responsibilities: Oversee the Medicaid Program. Research and compile data as requested by Executive Director, Board of Directors, and State Officials. Develop new software with computer consultant for reconciling and reporting statistical data in a progressive manner. Answer Medicaid/Reach Up questions from Brokers, drivers and clients. Seek approval from Medicaid for Client's out-of-state trips, and mediate conflicts between the aforementioned parties. Bill Ladies First Program for trips provided by Brokers, update statistical data and provide data needed for contract renegotiation. Reconcile month's end financial accounts in Accounts Receivable, Accounts Payable, and analyze financial data for Finance Manager as requested. Back up to Finance Manager. Financial Software used: Real World and Microsoft Great Plains Dynamics.

Medicaid Assistant

1992 -1997

Responsibilities: Reconcile Medicaid Remittance Advice from Electronic Data Systems (EDS) to each Broker's Program Reports and prepare documentation for payment. Bill Reach Up trips and assist in the payment process of bills. Enter and compile monthly statistical reports for billed Medicaid and Reach Up trips for Brokers. Maintain backup files for Medicaid/Reach Up Program.

Accounts Payable

1988 - 1989

The Hitchcock Clinic, Hanover, NH

Responsibilities: Match incoming invoices and purchase orders. Code and data entry of invoices for payment and general ledger distribution. Proof voucher printouts, issuance of checks, disbursement registers, and resolution of problems with patients and vendors.

EDUCATION

Plymouth State College, Plymouth, N.H., B.S. Business Administration, Accounting, 1978

Lebanon College, Lebanon, N.H., Computer Certificate Program, 1992

Carole Zangla

DEGREES AND CERTIFICATES

- B.A. Professional Studies/Psychology – Summa Cum Laude
- A.S. Human Services
- A.S. Criminal Justice
- Certified Health Information Specialist inclusive of HIPAA and confidentiality regulation
- Current CPR certification

TRAININGS/ SEMINARS ATTENDED

- Springfield College –Leadership Seminars
- Springfield College – Seminars Dealing with Difficult People
- NH Adult Protective Services – Reporting
- NH Bureau of Elderly and Adult Service – Elder Abuse
- NH Division of Community Based Care – Indications of Abuse
- Implementing Evidence-Based Policies and Practices in Community
- Evidence-Based Policies and Practices
- Trained in Word, Excel, PowerPoint, and Access
- Communication
- Ongoing Nutrition Classes

PROFESSIONAL AFFILIATIONS

- Reparative board member for the Community Justice Center
- COSA volunteer for the Community Justice Center
- Community council member for the Offender Reentry Program
- Certified volunteer for the Vermont Department of Corrections, including onsite facilities' access
- Advocate for the Equal Exchange TimeBank
- Member of the Benevolent Protective Order of the Elks
- Member of the Women's Aux of the American Legion

WORK HISTORY

- 2013-Present – Director, Littleton Area Senior Center, Grafton County Senior Citizens Council, Inc. (GCSCC)
- 2011- 2013 – Home Delivered Meals Program Coordinator –Littleton Area Senior Center of GCSCC

- 2010-2012- Volunteer coordinator for the Equal Exchange TimeBank
 - * Responsible for volunteer coordination, marketing, recruiting, outreach, and training
- 2009-2011 - Caledonian-Record
 - *Position ended due to restructuring
- 2010 - Internship with Area Agency On Aging
 - *Worked with the elderly, completed intake, and conducted outreach
- 2008-2012- full-time student—Johnson State College
- 2006-2008 ADA (assistant district administrator) of Challenger Sports Program (A city-wide recreational program for handicapped youth) – FL
 - * Implemented and organized recreational programs for mentally and physically disabled children. Facilitated placements and referrals regarding handicapped youth within the community. Responsible for intake, scheduling, and volunteers.
- 2004-2006 President Cape Coral Softball and ADA of Challenger Sports Program– FL
 - *Responsible for upper level management of a citywide recreational program as well as the Challenger Program, which served physically and mentally handicapped youth. Authored unique waivers for established organizations gaining programs for the handicapped. Facilitated board meetings subject to Robert's Rules of Order and public disclosure.
- 2000-2004 Vice-President of Cape Coral Softball – FL
 - *Responsible for various clerical duties, public relations, program development, community interaction, and employee relations.

Kathleen M. Vasconcelos

SUMMARY OF SKILLS AND EXPERIENCE

Management:

- Association and nonprofit operations management.
- Development of strategic plans, annual budgets, and goals for a nonprofit organization.
- Collaboration with Board members and management to further the organization's mission and goals.
- Hiring and training of new staff members.
- Leading teams to achieve organizational goals.
- Management and implementation of programs and program evaluations.
- Leading regular staff meetings and planning sessions.
- Collaborative team player who develops and maintains relationships with colleagues at every level of the organization and throughout the industry.

Marketing and Communications:

- Writing grant applications and funding proposals.
- Preparing marketing and communications plans.
- Managing the creation of annual reports, newsletters, program reports, brochures, video scripts, research reports, and board minutes.
- Managing a communications calendar.
- Creation of presentations.
- Public speaking to audiences including Board members, donors, government entities, and the general public.
- Writing press releases for media outlets nationwide.
- Participation in media interviews with local and national outlets, including The Washington Post, ABC-7 in Washington, DC, Associated Press, and Reuters.
- Strategic use of social media, including Facebook, YouTube, Twitter, and LinkedIn, to promote the organization's mission and specific programs.

Development:

- Management of fundraising efforts, including major gifts and annual giving.
- Developing and maintaining relationships with high-level donors, to further the organization's mission, raise funds, and educate donors about programs.
- Creation of written requests for funding from individuals, foundations, corporations, and government entities.
- Preparing reports for donors to highlight program accomplishments and metrics.
- Development of strategic fundraising plans and the tactics to implement the plans.

WORK EXPERIENCE

Grafton County Senior Citizens Council, Inc.

10 Campbell Street, Lebanon, NH 03766

Executive Director

Aug. 2018 – Present

Aircraft Owners and Pilots Association (AOPA) Foundation

421 Aviation Way, Frederick, MD 21701

Senior Director, Foundation Communications

2017 – 2018

Vice President, Education and Operations

2011 – 2017

Director, Safety Education

2010 – 2011

Manager, Safety Education

2008 – 2010

Senior Research Analyst

1999 – 2003

Aircraft Owners and Pilots Association (AOPA)

421 Aviation Way, Frederick, MD 21701

Media and Public Relations Specialist

2005 – 2008

Research Assistant

1998 – 1999

WOOD Consulting Services, Inc.

7474 Greenway Center Drive, Suite 800, Greenbelt, MD 20770

Technical Editor (Federal Aviation Administration contract)

2003 – 2005

EDUCATION

Master of Science, Nonprofit and Association Management
University of Maryland University College, Adelphi, Maryland

2017

Bachelor of Arts, Communication Studies
University of Maryland University College, Adelphi, Maryland

2004

Bachelor of Science, Aeronautical Science
Embry-Riddle Aeronautical University, Daytona Beach, Florida

1997

OTHER

- Computer skills: Microsoft Office, Word Press, social media, Millennium fundraising software, Personify association management system
- Recreational pilot and flight instructor
- Germantown HELP food bank volunteer
- Capt. James E. Daly Elementary School PTA volunteer

2016-2018

2013-2018

MICHAEL J. KING

Resume

OBJECTIVE: To find a position matching my qualifications that can supplement my retirement income.

QUALIFICATIONS: A senior retired executive with extensive national and global experience including financial management, manufacturing management, economic development management, government relations, economic development project funding, fund accounting, grants management, and administration. Including:

- 40 years senior management experience
- Extensive Financial management experience
- Extensive nonprofit management experience
- Extensive corporate/government relation experience
- Full responsibility for organizational profit and

EXPERIENCE:

November 2015 to Present - Grafton County Senior Citizens Council - Lebanon NH
Associate Director of Operations

Associate Director responsible for assisting the Executive Director in various aspects of operations including facilities management, financial management and other responsibilities as assigned.

2013 - 2015 Municipal Resources Inc., Meredith, NH

Municipal Resources Inc. Provides specifically tailored services to New England communities in the areas of Public Administration, Finance, Human Resources, Public Safety, Planning and Community Development, Schools, Assessing and other services that may be needed by communities.

Affiliated Consultant

Responsible for delivering project management and consultant services in the areas of Finance, Economic Development, Community Planning, and other community services as contracted and assigned.

1993 - 2013 North Country Council, Bethlehem, NH

North Country Council is a private non-profit regional planning agency working with over 51 towns in the North Country of New Hampshire in the fields of community and land use planning, economic development, environmental planning, transportation planning and municipal services. This is a non-profit organization funded by local, state and federal funds.

1999 - 2013 Executive Director

Total responsibility for the operations of North Country Council, managing a staff of 12, a budget of \$1,300,000 and the facility in Bethlehem, New Hampshire. Full P/L responsibility for the organization including project development, fund raising and public relations. Reports to the Board of directors and is responsible for board development.

Accomplishments:

- Dartmouth Regional Technology Center - This included the planning, funding, construction and operation management of 60,000 square foot technology incubator in partnership with Dartmouth College and the State of New Hampshire.
- Mountain View Grand Hotel - Funding and project support for the revitalization of this historic Grand Hotel.

Michael King (resume-continued)

1993 -1999 **Chief Financial Officer/Operations Manager**
Directs all aspects of the administrative and financial management for the council managing the planning and engineering staff as well as overseeing all local and regional projects. Full budgetary and profit and loss responsibility.

Accomplishments:

Created a financial and cash management system for the council that enabled the council to retire all of its operational debt.
Successfully created a self-managed work team environment for the agency.

1976 -1993 **DIGITAL EQUIPMENT CORP., Maynard, MA**
The leading worldwide supplier of networked computer systems, software and services with 1993 sales of \$14 billion, serving 200,000 customers in 95 countries and employing 110,000 staff.

Over the 16 years held numerous progressively responsible management positions with in the company at various sites throughout the world. Last position was the Group Manufacturing Manager with responsibility for seven manufacturing sites worldwide.

EDUCATION: **Boston College**
School of Management BSBA
Boston University
Management Development Program

AFFILIATIONS: **New Hampshire Business Finance Authority, New Market Tax
Credit Board - 2010 - Present**

**New Hampshire Business Finance Authority
Board of Directors 2000 - 2013**
(Governor appointed position)

**New Hampshire Rail Transit Authority
Board of Directors 2010 - 2014**
(Governor appointed position)

**National Association of Development Organizations
Board of Directors 2004 - 2013**

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kathleen Vasconcelos	Executive Director	88,004.80	10.88%	9,574.92
Michael King	Associate Director	56,837.82	10.88%	6,183.95
Alison Morgan	Marketing Director	55,203.20	10.88%	6,006.11
Carole Zangla	Associate Director	56,783.48	10.88%	6,178.04
Betsey Cheney	Senior Accountant	54,080.00	10.88%	5,883.90

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-01 ISS-08-SERVI-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.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Partnership for Public Health, Inc.</p>		<p>1.4 Contractor Address 67 Water St. Suite 105 Laconia, NH 03246</p>	
<p>1.5 Contractor Phone Number 603) 271-9610</p>	<p>1.6 Account Number See Attachment</p>	<p>1.7 Completion Date June 30, 2022</p>	<p>1.8 Price Limitation \$879,649.94</p>
<p>1.9 Contracting Officer for State Agency Nathan D White Director</p>		<p>1.10 State Agency Telephone Number 603) 271-9633</p>	
<p>1.11 Contractor Signature <i>Shelley Carita</i> Date: 4/28/2020</p>		<p>1.12 Name and Title of Contractor Signatory Shelley Carita, Ex. Director</p>	
<p>1.13 State Agency Signatory <i>Christie Tappan</i> Date: 5.1.2020</p>		<p>1.14 Name and Title of State Agency Signatory Christie Tappan, Associate Commissioner</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ On: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Jill Peck</i> On: 8/5/2020</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

Contractor Initials *sc*

Date 4/28/2020

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.

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

RFA-2021-DLTSS-08-SERVI-05

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928

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4/28/2020



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 upon Governor & Executive Council approval or July 1, 2020, whichever is later ("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) 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.

12/28/2020
[Signature]



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Belknap County and Carroll County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.



EXHIBIT B

- 1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.6.1. Meet the needs of individuals.
 - 1.6.2. Are sustained throughout the geographic area.
 - 1.6.3. Produce measurable results.
2. **Scope of Work**
 - 2.1. **Service Link Administrative Requirements**
 - 2.1.1. **General Requirements**
 - 2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
 - 2.1.1.1.1. Operate as an independent program.
 - 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
 - 2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:
 - 2.1.1.2.1. Is an easily accessible area and location.
 - 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
 - 2.1.1.2.6. Has barrier-free/handicap access.
 - 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.



EXHIBIT B

- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.



EXHIBIT B

- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.

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2.1.2. Outreach and Education Services

- 2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.
- 2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
- 2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:
 - 2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

- 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.2.1.1.2. All services and resources available to the population of the geographic region.
- 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
- 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.
- 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).



EXHIBIT B

- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
 - 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
 - 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
 - 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
 - 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
- 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
- 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.



EXHIBIT B

- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition.
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and

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EXHIBIT B

community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:

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- 2.3.1.3.1. NH Family Caregiver Program
- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.

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EXHIBIT B

- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
 - 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.



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- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently, SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
- 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
- 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
- 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
- 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
 - 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.4.3.2.9. Purchasing media in the local area.

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- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
 - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
 - 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
 - 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
 - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
 - 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.

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- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.
- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.



EXHIBIT B

3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

- 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.
- 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contractor shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.

3.2. Consumer Eligibility & Enrollment Services

- 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:

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- 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:



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- 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
- 3.3.3.8.2. Number of sessions per caregiver,
- 3.3.3.8.3. Number of caregivers referred to agencies.
- 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS



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<p>3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS</p>
<p>3.3.4.3. Contacts with Medicare beneficiaries under 65 - Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.</p>	<p>SHIP/STARS Beneficiary Forms embedded in Refer 7</p>
<p>3.3.4.4. Hard-to-Reach Contacts - Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms embedded in Refer 7</p>
<p>3.3.4.5. Enrollment Contacts - Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms embedded in Refer 7</p>

3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

3.3.5.1. Quarterly SHIP progress reports.

3.3.5.2. Monthly outreach reports.

3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
<p>3.3.6.1 Increase the number of individuals provided with education about LIS, MSP, and Medicare prescription drug coverage in rural areas</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month.</p>

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	by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2	Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3	Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager** – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. **Information and Referral Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).



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- 4.4.2.4. SMP Foundations training and assessment.
- 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
- 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
- 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than 1 full-time equivalent (FTE) for Belknap County and .5 FTE for Carroll County.
- 4.4.8. The Contractor shall provide staffing for the SHIP, SMP, and MIPPA services at no less than .75 FTE for Belknap County and .5 FTE for Carroll County.
- 4.5. Criminal Background Check and BEAS State Registry Checks



EXHIBIT B

- 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
- 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Additional Terms

5.1. Credits and Copyright Ownership

- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.1.3.1. Brochures.
 - 5.1.3.2. Resource directories.
 - 5.1.3.3. Protocols or guidelines.
 - 5.1.3.4. Posters.
 - 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

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EXHIBIT B

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 must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 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.
- 6.2. 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.

7. Exhibits Incorporated

- 7.1. 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.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds,
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 10.6% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.



EXHIBIT C

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
105 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 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 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and 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:



EXHIBIT C

- 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.
- 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. 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 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Partnership for Public Health, Inc.
 Budget Request for: RFA-2021-DL155-06-SERV-05
 Services: Link Aging and Disability Resource Center Services
 Budget Period: 7/1/20 - 6/30/21

Line Item	TOTAL PROGRAM COST			Contractor Share/Match			Funded BY DHR'S Contract Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 372,195.00	\$ 48,805.00	\$ 421,000.00	\$ 175,700.00	\$ 22,900.00	\$ 198,600.00	\$ 280,903.00	\$ 44,805.00	\$ 325,708.00
2. Employee Benefits	\$ 68,433.00	\$ 9,157.00	\$ 77,590.00	\$ 35,440.00	\$ 4,680.00	\$ 40,120.00	\$ 58,140.00	\$ 8,976.00	\$ 67,116.00
3. Contractual	\$ 2,800.00	\$ -	\$ 2,800.00	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 2,000.00	\$ -	\$ 2,000.00
4. Printing	\$ 181.50	\$ -	\$ 181.50	\$ 90.75	\$ -	\$ 90.75	\$ 127.00	\$ -	\$ 127.00
5. Repair and Maintenance	\$ 2,211.45	\$ -	\$ 2,211.45	\$ 1,105.73	\$ -	\$ 1,105.73	\$ 1,538.00	\$ -	\$ 1,538.00
6. Purchased Equipment	\$ 317.82	\$ -	\$ 317.82	\$ 158.91	\$ -	\$ 158.91	\$ 217.00	\$ -	\$ 217.00
7. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Office	\$ 1,525.00	\$ -	\$ 1,525.00	\$ 762.50	\$ -	\$ 762.50	\$ 1,050.00	\$ -	\$ 1,050.00
13. Travel	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 4,800.00	\$ -	\$ 4,800.00
14. Occupancy	\$ 25,750.00	\$ -	\$ 25,750.00	\$ 12,875.00	\$ -	\$ 12,875.00	\$ 17,500.00	\$ -	\$ 17,500.00
15. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,360.00	\$ -	\$ 1,360.00
17. Printing	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 900.00	\$ -	\$ 900.00	\$ 1,224.00	\$ -	\$ 1,224.00
18. Subscriptions	\$ 350.00	\$ -	\$ 350.00	\$ 175.00	\$ -	\$ 175.00	\$ 238.00	\$ -	\$ 238.00
19. Audit and Legal	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 1,125.00	\$ -	\$ 1,125.00	\$ 1,530.00	\$ -	\$ 1,530.00
20. Insurance	\$ 4,800.00	\$ -	\$ 4,800.00	\$ 2,400.00	\$ -	\$ 2,400.00	\$ 3,264.00	\$ -	\$ 3,264.00
21. Rent Expenses	\$ 173.00	\$ -	\$ 173.00	\$ 86.50	\$ -	\$ 86.50	\$ 117.00	\$ -	\$ 117.00
22. Materials	\$ 1,150.00	\$ -	\$ 1,150.00	\$ 575.00	\$ -	\$ 575.00	\$ 780.00	\$ -	\$ 780.00
23. Marketing/Event costs	\$ 300.00	\$ -	\$ 300.00	\$ 150.00	\$ -	\$ 150.00	\$ 204.00	\$ -	\$ 204.00
24. Staff Support and Training	\$ 200.00	\$ -	\$ 200.00	\$ 100.00	\$ -	\$ 100.00	\$ 136.00	\$ -	\$ 136.00
25. Subcontract/Agreements	\$ 27,224.00	\$ -	\$ 27,224.00	\$ 13,612.00	\$ -	\$ 13,612.00	\$ 18,612.00	\$ -	\$ 18,612.00
26. Other (Specify details in narrative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Meals	\$ 3,075.00	\$ -	\$ 3,075.00	\$ 1,537.50	\$ -	\$ 1,537.50	\$ 2,070.00	\$ -	\$ 2,070.00
TOTAL	\$ 494,442.97	\$ 57,962.00	\$ 552,404.97	\$ 276,200.00	\$ 35,580.00	\$ 311,780.00	\$ 438,644.97	\$ 68,781.00	\$ 507,425.97

Indirect As A Percent of Direct 10.1%

Contractor Name: *MP*
Date: *4/28/20*

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Partnership for Public Health, Inc.

Budget Request for: RFA: 2021-01153-00-SERV-01
Service Line: Aging and Disability Resource Center Services

Budget Period: 11/171 - 02/027

Line Item	Total Program Cost			Contractor Shared Market			Funded by DHR CONTRACT Shares		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Staff Salaries/Wages	52,195.00	40,662.00	92,857.00	17,291.00	-	17,291.00	41,257.00	23,371.00	64,628.00
2. Employee Benefits	14,411.00	8,373.00	22,784.00	8,311.00	-	8,311.00	14,472.00	8,178.00	22,650.00
3. Composites	2,808.00	-	2,808.00	2,270.00	-	2,270.00	2,808.00	-	2,808.00
4. Equipment	111.00	-	111.00	111.00	-	111.00	111.00	-	111.00
5. Rental	1,057.00	-	1,057.00	327.00	-	327.00	730.00	-	730.00
6. Travel and Transportation	2,211.00	-	2,211.00	750.00	-	750.00	1,461.00	-	1,461.00
7. Purchased Services	351.00	-	351.00	10.00	-	10.00	341.00	-	341.00
8. Supplies	-	-	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-	-	-
10. Lab	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-
13. Office	1,545.00	-	1,545.00	710.00	-	710.00	835.00	-	835.00
14. Travel	7,180.00	-	7,180.00	2,000.00	-	2,000.00	5,180.00	-	5,180.00
15. Occupancy	25,755.00	-	25,755.00	8,250.00	-	8,250.00	17,505.00	-	17,505.00
16. Current Expenses	-	-	-	-	-	-	-	-	-
17. Telephone	1,596.00	-	1,596.00	711.00	-	711.00	885.00	-	885.00
18. Postage	1,243.00	-	1,243.00	17.00	-	17.00	1,226.00	-	1,226.00
19. Subscriptions	136.00	-	136.00	126.00	-	126.00	10.00	-	10.00
20. Audit and Legal	3,154.00	-	3,154.00	1,034.00	-	1,034.00	2,120.00	-	2,120.00
21. Insurance	1,000.00	-	1,000.00	1,000.00	-	1,000.00	-	-	-
22. Other Expenses	-	-	-	-	-	-	-	-	-
23. Software	173.00	-	173.00	97.00	-	97.00	76.00	-	76.00
24. Marketing Communications	3,333.00	-	3,333.00	1,844.00	-	1,844.00	1,489.00	-	1,489.00
25. Staff Education and Training	750.00	-	750.00	-	-	-	750.00	-	750.00
26. Information/Technology	32,628.00	-	32,628.00	13,500.00	-	13,500.00	19,128.00	-	19,128.00
27. Other (specify each in summary)	3,278.00	-	3,278.00	3,200.00	-	3,200.00	78.00	-	78.00
TOTAL	419,232.37	11,119.38	430,351.75	172,744.33	-	172,744.33	257,607.42	8,110.25	265,717.67

Indirect As A Percent of Direct

MARK

4/26/2020



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

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7/28/2020

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:

4/28/2020
Date

Shelly Carter
Name:
Title:



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:

4/28/2020
Date

Shelli Carter, ED
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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4/22/2020



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:

4/28/2020
Date

Shella Carter, Ex. Director
Name:
Title:



**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:

4/25/2020
Date

Shelley Carls, Ex DIR,
Name:
Title:

Exhibit G

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

Vendor Initials

SC

Date 4/26/2020



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:

Alreproso

Date:

Shella Carter

Name:

Title:

Ex. Director

Vendor Initials: SC

Date: 9/28/2020



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.



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

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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



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

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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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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

Christie Tappan

Signature of Authorized Representative

Christie Tappan

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

May 1, 2020

Date

Partnership for Public Health, Inc

Name of the Contractor

Shelley Carita

Signature of Authorized Representative

Shelley Carita

Name of Authorized Representative

Executive Director

Title of Authorized Representative

4/28/2020

Date

Contractor Initials *SC*

Date *4/28/2020*



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:

4/28/2020
Date

Shelli Carter
Name:
Title: Ex. Director



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: 786707856
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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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

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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

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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

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

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

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

V. LOSS REPORTING

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

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

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

[Handwritten Signature]
[Handwritten Date: 9/28/2020]

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

hc

4/28/2020

State of New Hampshire

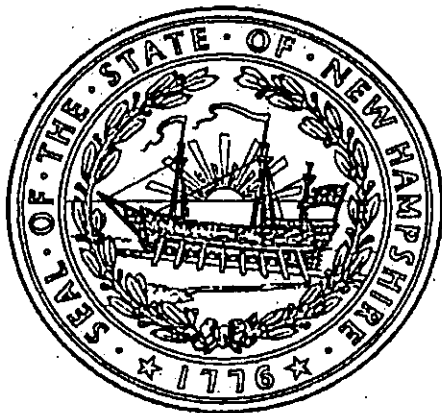
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PARTNERSHIP FOR PUBLIC HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 21, 2005. 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: 534847

Certificate Number : 0004903018



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Karin Salome, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of the Partnership for Public Health, Inc. (Formerly Lakes Region Partnership for Public Health).
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 19th, 2019:
(Date)

RESOLVED: That the _____ Executive Director _____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of April, 2020.
(Date Contract Signed)

4. Shelley Carita is the duly elected Executive
Director _____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

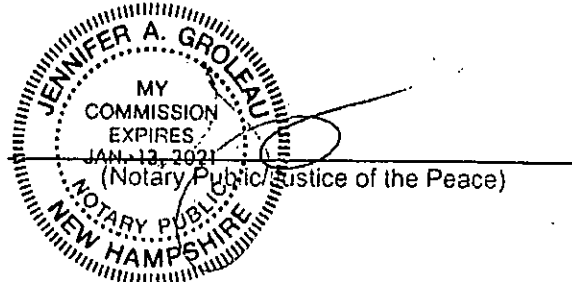
Karin Salome
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 28th day of April, 2020.

By Karin Salome
(Name of Elected Officer of the Agency)



(NOTARY SEAL)

Commission Expires: Jan 13, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2020

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Eleanor Spinazzola PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net
	INSURER(S) AFFORDING COVERAGE
INSURED Partnership for Public Health, Inc. 67 Water Street, Suite 105 Laconia NH 03246	INSURER A: Great American Insurance Group NAIC #: GAIG
	INSURER B: Twin City Fire Insurance Co 29459
	INSURER C: United States Fire Insurance Co.
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 20-21 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MAC3793453-14	03/10/2020	03/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability- \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1898681-10	03/10/2020	03/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			UMB3793454-15	03/10/2020	03/10/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	04WECRJ0009	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Accident/Health			US1275178	03/10/2020	03/10/2021	

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

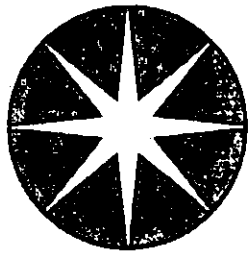
CERTIFICATE HOLDER

NH Department of Human and Health 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

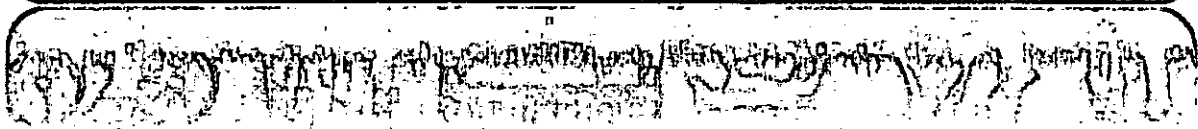


PARTNERSHIP FOR PUBLIC HEALTH

CELEBRATING
10
years

Mission Statement

To improve the health and well being of the region
through inter-organizational collaboration and
community and public health improvement activities.



**Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for
Public Health, Inc.**

Financial Statements

June 30, 2019 and 2018

and

Independent Auditor's Report

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH
FINANCIAL STATEMENTS
June 30, 2019 and 2018

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Partnership for Public Health, Inc. as of June 30, 2019 and 2018, 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.

Vachon Clukay & Company PC

Manchester, New Hampshire
November 7, 2019

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Financial Position
June 30, 2019 and 2018

ASSETS	<u>2019</u>	<u>2018</u> (restated)
CURRENT ASSETS:		
Cash	\$ 103,502	\$ 255,153
Cash, restricted	3,143,898	3,296,596
Contracts receivable	210,239	109,064
Prepaid expenses	11,168	19,440
TOTAL CURRENT ASSETS	<u>3,468,807</u>	<u>3,680,253</u>
PROPERTY AND EQUIPMENT:		
Leasehold improvements	4,561	4,561
Furniture and equipment	14,510	14,510
	19,071	19,071
Less accumulated depreciation	<u>(17,741)</u>	<u>(17,379)</u>
PROPERTY AND EQUIPMENT, NET	<u>1,330</u>	<u>1,692</u>
OTHER NONCURRENT ASSETS:		
Investments	102,528	100,717
Investments, restricted	305,362	300,211
Investment in LLC	1,334	639
Deposit	2,981	3,236
TOTAL OTHER NONCURRENT ASSETS	<u>412,205</u>	<u>404,803</u>
TOTAL ASSETS	<u>\$ 3,882,342</u>	<u>\$4,086,748</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 360,403	\$ 278,821
Accrued payroll	41,533	37,961
Accrued compensated absences	30,763	19,537
Accrued other expenses	20,140	39,793
Refundable advances from contractors	2,981,016	3,273,829
Fiduciary funds	3,253	9,842
TOTAL CURRENT LIABILITIES	<u>3,437,108</u>	<u>3,659,783</u>
TOTAL LIABILITIES	<u>3,437,108</u>	<u>3,659,783</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	351,356	326,865
With donor restrictions:		
Purpose restrictions	93,878	100,100
TOTAL NET ASSETS	<u>445,234</u>	<u>426,965</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,882,342</u>	<u>\$4,086,748</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Activities
For the Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u> (restated)
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE		
Contributions	\$ 10,682	\$ 8,408
In-kind support	53,195	41,606
Federal funds	1,674,127	1,202,368
State funds	1,267,823	799,768
Private grants and awards	32,963	17,878
Special events	2,494	2,294
Agent fees	142,698	174,465
Miscellaneous income	1,507	1,900
Interest income	40,388	12,138
Net assets released from donor restrictions	<u>91,369</u>	<u>95,666</u>
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	<u>3,317,246</u>	<u>2,356,491</u>
EXPENSES:		
Program services	3,062,731	2,096,284
Supporting services:		
Management and general	226,062	220,722
Fundraising and development	<u>3,962</u>	<u>1,153</u>
Total supporting services	<u>230,024</u>	<u>221,875</u>
TOTAL EXPENSES	<u>3,292,755</u>	<u>2,318,159</u>
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>24,491</u>	<u>38,332</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	2,945	8,380
Private grants and awards	82,202	99,649
Net assets released from donor restrictions	<u>(91,369)</u>	<u>(95,666)</u>
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	<u>(6,222)</u>	<u>12,363</u>
CHANGE IN NET ASSETS	18,269	50,695
NET ASSETS, JULY 1, AS RESTATED	<u>426,965</u>	<u>376,270</u>
NET ASSETS, JUNE 30	<u>\$ 445,234</u>	<u>\$ 426,965</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2019

	<u>Supporting Services</u>			Total Supporting Services	Total Expenses
	<u>Program Services</u>	Management and <u>General</u>	<u>Fundraising</u>		
SALARIES AND RELATED EXPENSES:					
Salaries	\$ 821,401	\$ 176,855	\$ 3,282	\$ 180,137	\$ 1,001,538
Employee benefits	92,610	9,219	-	9,219	101,829
Payroll taxes	61,095	13,328	210	13,538	74,633
	<u>975,106</u>	<u>199,402</u>	<u>3,492</u>	<u>202,894</u>	<u>1,178,000</u>
OTHER EXPENSES:					
Contract services	63,790	14,107	-	14,107	77,897
Contract and grant subcontractors	1,767,075	-	-	-	1,767,075
Discretionary funds	6,000	-	-	-	6,000
Insurance	7,174	4,977	-	4,977	12,151
Fundraising	-	-	50	50	50
Occupancy	59,515	14	-	14	59,529
Operations	66,012	2,552	360	2,912	68,924
Supplies	31,908	608	-	608	32,516
Travel and meetings	84,728	2,240	-	2,240	86,968
Miscellaneous	1,423	1,800	60	1,860	3,283
Depreciation	-	362	-	362	362
Total	<u>\$ 3,062,731</u>	<u>\$ 226,062</u>	<u>\$ 3,962</u>	<u>\$ 230,024</u>	<u>\$ 3,292,755</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2018

	<u>Program Services</u>	<u>Supporting Services</u>		<u>Total Supporting Services</u>	<u>Total Expenses</u>
	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>		
SALARIES AND RELATED EXPENSES:					
Salaries	\$ 763,954	\$ 179,039	\$ 876	\$ 179,915	\$ 943,869
Employee benefits	95,176	9,868	-	9,868	105,044
Payroll taxes	59,802	13,159	66	13,225	73,027
	<u>918,932</u>	<u>202,066</u>	<u>942</u>	<u>203,008</u>	<u>1,121,940</u>
OTHER EXPENSES:					
Contract services	70,507	8,982	-	8,982	79,489
Contract and grant subcontractors	880,367	-	-	-	880,367
Discretionary funds	6,080	-	-	-	6,080
Insurance	9,388	2,052	-	2,052	11,440
Fundraising	-	-	205	205	205
Occupancy	68,543	-	-	-	68,543
Operations	48,083	1,986	-	1,986	50,069
Supplies	46,946	338	-	338	47,284
Travel and meetings	46,771	3,020	-	3,020	49,791
Miscellaneous	667	1,975	6	1,981	2,648
Depreciation	-	303	-	303	303
Total	<u>\$ 2,096,284</u>	<u>\$ 220,722</u>	<u>\$ 1,153</u>	<u>\$ 221,875</u>	<u>\$ 2,318,159</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Cash Flows
For the Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u> (restated)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 18,269	\$ 50,695
Adjustments to Reconcile Increase in Net Assets to to Net Cash (Used) Provided by Operating Activities:		
Depreciation	362	303
Change in assets and liabilities:		
Contracts receivable	(101,175)	19,106
Prepaid expenses	8,272	(401)
Deposit	255	250
Accounts payable	81,582	250,434
Accrued liabilities	(4,855)	(41,493)
Refundable advances from contractors	(292,813)	744,758
Fiduciary passthrough	(6,589)	(370)
Net Cash (Used) Provided by Operating Activities	<u>(296,692)</u>	<u>1,023,282</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	<u>(7,657)</u>	<u>(400,593)</u>
Net Cash Used by Investing Activities	<u>(7,657)</u>	<u>(400,593)</u>
Net (decrease) increase in cash	(304,349)	622,689
Cash, beginning of year	<u>3,551,749</u>	<u>2,929,060</u>
Cash, ending of year	<u>\$ 3,247,400</u>	<u>\$ 3,551,749</u>
Supplemental Disclosures:		
In-kind donations received	\$ 53,195	\$ 41,606
In-kind expenses	<u>(53,195)</u>	<u>(41,606)</u>
	<u>\$ -</u>	<u>\$ -</u>

See notes to financial statements

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2019 and 2018**

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Partnership for Public Health, Inc., formerly known as Lakes Region Partnership for Public Health, Inc., (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. These net assets may be used at the discretion of management and the Entity's Board of Directors.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	<u>2019</u>	<u>2018</u>
As presented on the Statements of Financial Position -		
Cash and equivalents	\$ 103,502	\$ 255,153
Cash, restricted	<u>3,143,898</u>	<u>3,296,596</u>
	<u>\$ 3,247,400</u>	<u>\$ 3,551,749</u>

Restricted Cash and Investments

Restricted cash and investments consist of advanced funding received from the State of New Hampshire for the Integrated Delivery Network (IDN), donor restricted contributions and fiduciary funds.

Investments

Investments, which consist principally of certificates of deposit with terms of one to three years, are carried at their approximate market value at June 30, 2019.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Leasehold improvements	10-15
Furniture and equipment	5-15

Depreciation expense was \$362 and \$303 for the years ended June 30, 2019 and 2018, respectively.

Compensated Absences

Employees of the Entity working full-time and part-time employees working at least 20 hours per week are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated facilities, supplies, equipment and staff support are recorded as "In-kind" contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Entity. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 10.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statement of functional expenses presents the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include salaries, payroll taxes, employee benefits, office supplies, fundraising, operations, and insurance, which are all allocated on the basis of time and effort, as noted previously. In addition, there are some indirect costs which are allocated based on square footage or as a percentage of total expenses.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2019 and 2018, because management of the Entity believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of December 31, 2018 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

Fair Value of Financial Instruments

Cash and equivalents, investments, contracts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Reclassifications

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

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Entity has implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested in certificates of deposit to maximize investment return while maintaining safety and liquidity.

The following table reflects the Entity's financial assets as of June 30, 2019 and 2018, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

PARTNERSHIP FOR PUBLIC HEALTH, INC.
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NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash	\$ 3,247,400	\$ 3,551,750
Investments	407,980	400,928
Contracts receivable	<u>210,239</u>	<u>109,064</u>
Total Financial Assets	3,865,619	4,061,742
Less:		
Obligations from contractor restricted funds	(371,033)	(287,252)
Net assets with donor restrictions	(93,878)	(100,100)
Refundable advances from contractors	(2,981,016)	(3,273,829)
Fiduciary funds	<u>(3,253)</u>	<u>(9,842)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 416,439</u>	<u>\$ 390,719</u>

In the event of an unanticipated liquidity need, the Entity also could draw upon \$125,000 of its available line of credit, as further discussed in Note 6.

NOTE 3—CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. As of June 30, 2019, all of the Entity's bank deposits were fully insured and as of June 30, 2018, the balance in excess of federally insured limits was \$118,484.

NOTE 4—INVESTMENT IN LLC

In January 2016, the Entity became a member of a newly-established limited liability corporation, Community Health Services Network, LLC ("CHSN"), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

NOTE 5—REFUNDABLE ADVANCES FROM CONTRACTORS

Refundable advances from contractors of \$2,981,016 and \$3,273,829 as of June 30, 2019 and 2018, respectively, represents unearned grant revenue on contracts from various funding agencies.

NOTE 6—LINE OF CREDIT

The Entity has a \$125,000 line of credit with Bank of New Hampshire. The interest rate for the credit line was 7.50% at June 30, 2019, and 7.00% at June 30, 2018. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2019 and 2018, the balance of the line of credit was \$0.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

NOTE 7—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following donor restricted funding at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Family Caregivers Network	\$ 2,866	\$ 2,769
ServiceLink	7,749	8,550
Volunteer CERT	1,477	1,402
N4A	1,006	1,006
CERT	18,968	17,177
NH Charitable Foundation	12,185	8,461
Tufts Momentum	6,033	-
DSRIP Incentive	8,486	-
Endowment for Health	12,000	-
Other	<u>23,108</u>	<u>60,735</u>
Total Net Assets with Donor Restrictions	<u>\$ 93,878</u>	<u>\$ 100,100</u>

NOTE 8—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2019 and 2018, the Entity recognized revenue of \$2,941,950 (88.7%) and \$2,002,136 (85.2%), respectively, from fees and grants from governmental agencies. Revenue is usually recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. However, in the years ended June 30, 2019 and June 30, 2018, the Entity received \$1.8 million and \$1.9 million, respectively, in capacity building funds on a five-year, \$12.8 million governmental contract waiver to enhance behavioral health integration in the region. This revenue is anticipated to be recognized over a five-year period through fiscal year 2021, dependent on the receipt of State matching funds, achievement of performance metrics and other criteria. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 9—LEASE COMMITMENTS

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of \$1,134 through December 2018. The lease was renewed through June 30, 2020 with payments of \$1,008 through December 2019 and \$1,048 thereafter, through June 2020. Lease expense for the years ended June 30, 2019 and June 30, 2018 were \$12,483 and \$13,604, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of \$2,089 through August 31, 2018. An updated agreement was entered into with required payments of \$2,147 through August 31, 2019. The second lease for additional office space was entered into on June 1, 2018. Under the terms of the agreement, monthly payments will be \$780 per month through May 2019. The updated agreement effective June 1, 2019 reflects payments of \$795 through May 2020. Lease expense for the years ended June 30, 2019 and June 30, 2018 for these two leases was \$35,013 and \$36,583, respectively.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
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NOTES TO FINANCIAL STATEMENTS (CONTINUED)

For the Years Ended June 30, 2019 and 2018

The following is a schedule, by years, of the future minimum payments for operating leases:

Year Ended <u>June 30,</u>	Annual <u>Lease Commitments</u>
2020	\$ 25,375
2021	<u>6,288</u>
	<u>\$ 31,663</u>

NOTE 10—DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services, materials and facilities. For the years ended June 30, 2019 and 2018, there has been \$53,195 and \$41,606, respectively, of in-kind donations recognized as revenue. The following amounts of these donations have been included as functional expenses in these financial statements:

	<u>2019</u>	<u>2018</u>
Supplies	\$ 2,241	\$ 1,820
Contract services	34,132	7,542
Occupancy	600	5,500
Travel and meetings	3,450	3,600
Operations	10,950	10,950
Contract and grant subcontractors	<u>1,822</u>	<u>12,194</u>
	<u>\$ 53,195</u>	<u>\$ 41,606</u>

NOTE 11—CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 12—RESTATEMENT OF NET ASSETS

During the year ended June 30, 2019, it was noted that refundable advances from contractors was overstated and net assets with donor restrictions was understated. The impact of this restatement on net assets as of July 1, 2017 and 2018 is as follows:

Net Assets - July 1, 2017, as previously reported	\$ 311,894
Amount of restatement due to:	
Overstatement of refundable advances from contractors	<u>64,376</u>
Net Assets - July 1, 2017, as restated	<u>\$ 376,270</u>
Net Assets - July 1, 2018, as previously reported	\$ 352,751
Amount of restatement due to:	
Overstatement of refundable advances from contractors	<u>74,214</u>
Net Assets - July 1, 2018, as restated	<u>\$ 426,965</u>

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

NOTE 13—SUBSEQUENT EVENTS

Subsequent events have been evaluated through November 7, 2019, which is the date the financial statements were available to be issued.

**Partnership for Public
Board of Directors
April 2020**

Director
Karin Salome, President -eff.10/18
Trisha Stafford, VP - eff: 10/19
Lisa Dupuis - Treasurer, eff 10/19
Sandi Moore-Beinoras, Secretary
Richard Crocker
Maureen MacDonald
Brandon Archibald
Susanne Chisholm
Briarfe Lamontagne
Lisa Garcia

Key: H = Home, W = Work, C = Cell

Shelley M. Carita, CFRE

Highly motivated leader with over 20 years successful leadership experience in individual and corporate fundraising, marketing, corporate, foundation and federal grant writing, program development, volunteer recruitment, strategic planning and organizational development.

Professional Experience

EXECUTIVE DIRECTOR

Partnership for Public Health, Laconia, NH

Jan 2017 – Present

Organization Leader for a regional public health agency serving New Hampshire's Lakes Region. Responsible for resource development, grants/contracts management, program development and implementation, strategic planning and community relations. Provides staff supervision and all human resource activities.

VICE PRESIDENT FOR DEVELOPMENT

New Hampshire Association for the Blind Concord, NH

June 2006 – Jan 2017

Fundraising and marketing leader for a statewide organization serving the blind and visually impaired. Develops and manages a comprehensive development program raising over \$1.2 million dollars annually. Works closely with Board of Directors and Regional Advisory Committees to organize fundraising and awareness events across the state. Identifies opportunities for foundation and corporate support. Cultivates and stewards major gift and planned giving prospects. Supervises professional fundraising and marketing staff.

Notable Accomplishments:

- Created state-wide marketing and public education plan that provides broad outreach to service clubs, retirement communities, eye care professionals, the media, and the community at large.
- Created a sustainable revenue source for Agency by developing project introducing occupational therapy as a sustainable revenue source.
- Secured foundation grant funding of over \$500,000 annually including two awards in excess of \$100,000.
- Identified key major/planned giving donor prospects and initiated a successful donor cultivation strategy resulting in the receipt of significant gifts and gift expectancies.
- Recruited and motivated volunteers across the state to establish regional advisory committees in Manchester, Portsmouth, Concord and Lakes Region. Committees raise money in their respective regions through "Dinners in the Dark" and other third party fundraising events.

EXECUTIVE DIRECTOR

DEVELOPMENT AND MARKETING DIRECTOR

2001-2006

American Red Cross

Laconia and Concord, New Hampshire

Developed and managed a comprehensive fund development and marketing program for two merging Red Cross chapters. Coordinated all fund development programs including planned giving, direct mail, major gifts, special events, grant writing and marketing. Developed and monitored agency budget. Supervised staff and coordinated volunteers for disaster response as well as public relations and special event assignments.

Notable Accomplishments:

- Promoted to Executive Director from Fund Development Director
- Decreased operating budget while expanding service delivery level.
- Doubled municipal revenue allocations by educating communities about Red Cross services.

Summary of Prior Non-Profit Management Experience

Case Management Supervisor, (1998-2000) Lakes Region Community Services Council, Laconia, NH - Provided training and supervision to case managers and family home providers serving adults with developmental disabilities. Worked closely with public guardians to ensure services were carried out according to ISP. Negotiated contracts with vendors.

Director of Social Services, (1996-1998) Dover Housing Authority, Dover, NH
Developed and implemented all social service programs for seniors and families living in Dover's public housing community. Supervised program staff and volunteers. Negotiated contracts with service agencies. Raised over 1 million dollars in federal funding. Worked collaboratively with agencies throughout Strafford County.

Manager of Housing Services, (1993-1996) Strafford Guidance Center, Dover, NH
Established intensive supported housing programs for adults with severe mental illness. Worked closely with doctors and treatment teams to ensure smooth transition from state hospital to community based model. Supervised department with over 30 direct service providers. Secured funding through federal grants and state Medicaid program. Served as HUD's administrator of federal homeless housing funds for Strafford County.

Director of Family Services, (1991-1993) Manchester Housing and Redevelopment Authority, Manchester, NH - Developed and managed all family empowerment and drug prevention programs in Manchester's 3 family public housing communities. Created State's first small business training program for public housing residents. Secured federal grant funding for all programs including a model after-school program.

Education

Master of Business Administration (MBA) - 1996

Southern New Hampshire University, Graduate School of Business Manchester, NH

M.S. Community Economic Development - 1993

Southern New Hampshire University, Graduate School of Business, Manchester, NH

B.A. Marketing - 1984

New Hampshire College, Manchester, NH

Volunteer Activities/ Memberships

- Certified Fundraising Executive -CFRE
- Reviewer, National Accreditation Council for Agencies Serving People with Blindness or Visual Impairment (NAC) - 2009 to present
- American Red Cross - Trainer - Lakes Region Disaster Action Team, 2006 to 2009
- Board of Directors - Lakes Region Partnership for Public Health 2005-2006
- Past President- Gilford Rotary Club, Paul Harris Fellow
- Past Officer, Horseshoe Pond Toastmasters International, Concord, NH
- PGNNE -Planned Giving Council of Northern New England
- Upper Valley Planned Giving Council

Marie L. Tule, CPA, MSA

Educational Experience

CPA –continuing professional education– 40 hours annually

Bentley University – MS in Accountancy

University of Vermont – BA degree

Work Experience

Lakes Region Partnership for Public Health, Laconia, NH 2013 – Current
Finance Director:

- Prepare and analyze monthly financial statements
- Develop budgets and forecasts, and manage cash flow
- Responsible for contract billing and reporting
- Responsible for annual financial statement and compliance audits
- Supervise accounting staff.

Melanson Heath & Company, PC, Nashua, NH 1994 – 2013
Manager:

- Planned, supervised, and prepared audited GAAP financial statements and compliance reports for nonprofit and commercial clients.
- Performed financial statement and data analytics, reconciled general ledger accounts, prepared audit schedules and adjusting entries.
- Documented accounting systems, evaluated client internal controls, and prepared management letters of recommendations.
- Proficient in Microsoft Excel, Word, PowerPoint, QuickBooks, and Fixed Asset software.
- Conducted presentations to Boards and audit committees of financial statements and compliance audit results.

Price Waterhouse Coopers, LLP, Manchester, NH 1989 – 1994
Senior Accountant:

- Planned, supervised, and performed audits, reviews, and compilations of financial statements.
- Clients included manufacturing, financial, and higher educational institutions.
- Performed Federal compliance (A-133) audits of sponsored research programs.

The Donoghue Organization, Holliston, MA 1986 – 1988
Controller/Financial Analyst:

- Prepared and analyzed monthly financial statements for newsletter publishing company.
- Supervised accounting staff including general ledger, accounts receivables, payroll, and accounts payables functions.

- Prepared budgets and forecasts, and managed cash flow.
- Responsible for human resource function.

Dennison Computer Supplies, Waltham, MA 1984 - 1986

Payroll Administrator

- Responsible for payroll function including filing monthly and quarterly tax reports (Forms 940,941)

Billing Coordinator

- Responsible for invoicing all shipments, rentals, and maintenance contracts. Filed sales & use tax returns.

Senior Accounts Payable

- Processed invoices and prepared vendor checks.

Accounts Receivable

- Applied cash receipts to AR ledger and researched discrepancies.

Volunteer Experience

NH Society of Certified Public Accountants
Committee Chair May, 2010 – Present

Greater Nashua Mental Health Center – Treasurer
Audit & Finance Committee Chair March, 2011 - Present

Various local nonprofits – Treasurer, Trustee 2001 – 2013

References - Available upon request.

CARISSA ELPHICK

EDUCATION

University of New Hampshire, Durham, New Hampshire

Master of Arts Degree in Justice Studies, (Graduating GPA: 3.92)

September 2013

Saint Joseph's College of Maine, Standish, Maine

Bachelor of Arts Degree in Psychology with Summa Cum Laude Honors (Graduating GPA: 3.90)

May 2011

EXPERIENCE

Partnership for Public Health, Laconia, NH

Director, ServiceLink Resource Center

May 2017- Present

- Responsible for all deliverables associated with ServiceLink Resource Center program, a contract of Bureau of Elderly and Adult Services to include Options Counseling, NH Family Caregiver Program, State Health Insurance Assistance Program, and Veteran-Directed Program. Oversight of two locations in both Belknap and Carroll County;
- Direct supervision of seven employees to include designing and facilitating professional development plans;
- Participated in the development of agency strategic plan and serve as agency lead of all activities related to healthy aging on both a local and statewide level;
- Member of the Winnepesaukee Public Health Council and Carroll County Coalition for Public Health and facilitate a regional collaborative of stakeholders responsible for the goals and objectives in the Community Health Improvement Plan relating to healthy aging;
- Facilitate regional NH CarePath meeting, a statewide and regional partnership dedicated to coordinated access for long term supports and services;
- Assist with agency strategic marketing, communication, sustainability, and development plans to include grant writing.

Long Term Support Counselor/Care Transitions Specialist

December 2014 – May 2017

- Perform person-centered options counseling to connect individuals to long term supports and services;
- Screen for eligibility and assist consumers with applications for assistance for state benefits, housing, other community resources;
- Certified State Health Insurance Assistance Program (SHIP) Counselor assisting clients with Medicare related questions and enrollments in cost-saving programs to include assisting low-income individuals and those living in rural locations;
- Assistance with discharge planning and provide follow-up after discharge for high risk patients at Lakes Region General Hospital in order to reduce readmission rates;
- Created and facilitate community wrap-around team consisting of mental health, law enforcement, fire/EMS, healthcare, and social services.

Merrimack County Advocacy Center, Concord, New Hampshire

Program Assistant/Forensic Interviewer

May 2013-November 2014

- Coordinate a multidisciplinary team of 29 law enforcement agencies, child protective service workers, crisis center advocates, prosecutors, mental health professionals, and medical professionals to include facilitating team meetings and case review;
- Coordinate, schedule, and conduct forensic interviews of victims of child abuse and adult sexual assault;
- Creation, coordination, and implementation of outreach and prevention projects;
- Assist in agency sustainability through fundraising and community relationship building.

State of New Hampshire Judicial Branch, Franklin, New Hampshire

Court Assistant II

January 2012-July 2012

- Daily docketing of incoming law enforcement complaints and judicial mail;
- Scheduling hearings and case management on all adoptions, name changes, minor guardianships, and trusts

OTHER NOTABLE EXPERIENCE

- *Home and Community Based Services Conference*
Presenter

August 26, 2019

CARISSA ELPHICK

- *ALS Association of Northern New England Annual Conference*
Presenter November 2018
- *Leadership Lakes Region* Class of 2017
- *State Health Insurance Assistance Program - Program Specialist Certification* 2016
- *NH Public Health Association*
Presenter November 15, 2016
- *Person-Centered Thinking and Options Counseling Certifications* September 2016
- *Certified Resource Specialist for Aging/ Disability (CIRS A/D)* May 2015
- *Forensic Interviewer Training*
National Children's Alliance February 2014
- *Team Facilitator Training*
Presented by Northeast Regional Children's Advocacy Center November 2013
- *Forensic Interviewer Training*
Presented by Granite State Children's Alliance May 2013

JENNIFER GROLEAU

Administrative and Technical
Coordinator

SUMMARY OF QUALIFICATIONS

Creative and efficient with the ability to exercise good judgment in a variety of situations. Brings strong written and verbal communication, administrative, technical and organizational skills, and the ability to maintain a realistic balance among multiple priorities. Ability to work independently on projects, from conception to completion, and is able to work under pressure at times. Superior history using written and verbal telecommunication skills in a professional environment.

TECHNICAL SKILLS

- Software Knowledge: Microsoft Word, Excel, PowerPoint, Publisher, Outlook, Office 365, Windows Server 2012 R2 and Active Directory.
- Highly adept at learning and mastering any new software quickly and efficiently.
- Experience with high volume phone communications.
- Design Software: Adobe Illustrator, Adobe Photoshop and Acrobat Pro.

PROFESSIONAL EXPERIENCE

PARTNERSHIP FOR PUBLIC HEALTH | ADMINISTRATIVE AND TECHNICAL COORDINATOR |

OCTOBER 2015-CURRENT | LACONIA, NH

Office Administration:

- Assists Executive Director and Managers in the coordination of grants, contract proposals and municipal solicitations including assembly and document collection
- Ability to deal with sensitive issues; process sensitive materials and maintain strict confidentiality
- Works with Executive Director and managers to plan and design all marketing materials including; appeals, annual reports, and other fundraising efforts
- Participates in the Fund Development and Marketing Committee
- Participates and provides administrative support at Committee meetings as assigned
- Uses Constant Contact to send blast emails to donor and other constituencies
- Coordinates special events including staff meetings and Annual Meeting
- Provides set up for agency committee meetings as needed including catering, logistics and projector/computer technology
- Provides office solutions as needed for existing problems
- Purchases materials and other items needed, sources lowest cost option to save agency money. Negotiates the purchase of office supplies, office equipment, etc., in accordance budgetary restrictions
- Take minutes and summarize meetings as required

IT and Local Area Network:

- Responsible for all IT coordination including but not limited to computer setup, phone management, inventory, negotiation and contract decision-making
- Acts as a liaison to Technology Consultant to arrange special IT projects in office
- Monitors backup, antivirus activity
- Supervises the maintenance of office computer/servers
- Participates in the content addition of Partnership website and maintains analytics
- Acts as a point of contact for all technology trouble shooting

ANNALEE DOLLS | INSIDE WHOLESALE ACCOUNT ADMINISTRATOR - CUSTOMER SERVICE SPECIALIST |

OCTOBER 2011-SEPTEMBER 2015 | MEREDITH, NH

- Proficient in creating customer relationships through in-bound and out-bound communication via phone and email. This requires assisting customers with all questions and product information as well as providing them with sales recommendations that will best fit their needs on both wholesale and retail levels.
- Expertise in supervising company Sales Representatives nationwide. This includes monitoring the sales and productivity for nearly 50 representatives, as well as providing them with motivation and any necessary support required.
- Responsible for overseeing that the sales pipeline is up-to-date with leads, prospects, and new accounts. This involves managing and analyzing sales goals in designated territories. Provides and tracks sales goals for all Sales Representatives. Sales goals are consistently exceeded.

- Experience typing and entering data for sales orders, processing credit card transactions through accounts receivable module, and communicating with the shipping department to release orders. Ability to use FedEx Manager to process high-volume returns for wholesale customers.

CITIZENS BANK | TELLER-VAULT/ATM OFFICER | JUNE 2010-OCTOBER 2011 | FRANKLIN, NH

- Assisted customers with all teller related transactions including deposits, withdrawals, and transfers.
- Responsible for managing the high volume of currency in the branch's vault and ATM. This required ensuring that all documents were recorded and filed without error within company compliance.
- Resolved customer related issues both over phone and in-person.
- Recommended products and services to customers to solve customer financial issues and to enhance a customer relationship with the bank. Consistently met and exceeded required sales goals set by the company.

EDUCATION

Framingham State College

Framingham, MA

Bachelor of Science in Consumer Sciences

Graduated May 2008 | 3.6 / 4 QPA - Dean's List

REFERRALS

Available upon request.

PARTNERSHIP FOR PUBLIC HEALTH, INC.

Key Personnel – State Fiscal Year 2021-22

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Shelley Carita	Executive Director	\$ 85,000.	30%	\$ 25,429
Marie Tule	Finance Director	\$ 74,641	18%	\$ 13,183
Carissa Elphick	ServiceLink Director	\$ 57,500	56%	\$ 32,085

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-06

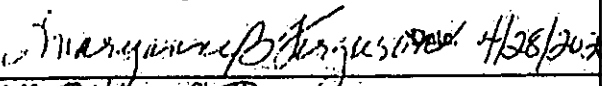
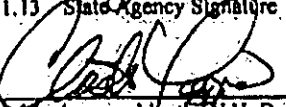
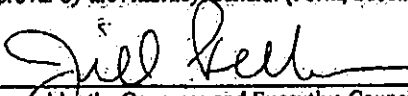
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Collaborative		1.4 Contractor Address 105 Castle St. Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-7707	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$1,185,966.42
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: 4/28/2020		1.12 Name and Title of Contractor Signatory Margaret B. Ferguson, Executive Director	
1.13 State Agency Signature  Date: 5.1.2020		1.14 Name and Title of State Agency Signatory Christina 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:  On: 8/5/2020			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item number: _____ O&C Meeting Date: _____			

Contractor Initials *M.B.F.*
 Date 4/28/2020

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 *met*
Date 4/28/2020

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 *MCS*
Date 4/28/2020

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
RFA-2021-DLTSS-08-SERVI-06**

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928

05-95-48-481010-33170000-102-500734



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 upon Governor & Executive Council approval or July 1, 2020, whichever is later ("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) 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.

DMB
Date 4/28/2020



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in the Monadnock Region, which includes all the cities and towns of Cheshire County, and Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County.
- 1.5. The Contractor shall ensure services are available in Sullivan County.
- 1.6. The Contractor shall provide State Health Insurance Assistance Program (SHIP) training, Senior Medicare Patrol (SMP) training, and Medicare Information for Patients and Providers (MIPPA) training to ServiceLink contractors, statewide, to ensure each location has a minimum of one (1) SHIP/SMP/MIPPA certified counselor.
- 1.7. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.7.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.7.2. Promote awareness of the various options available to people in their community.
 - 1.7.3. Link individuals with needed services
 - 1.7.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.7.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.7.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.

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EXHIBIT B

- 1.7.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
- 1.7.8. Provide information regarding community-based long-term supports and services.
- 1.7.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.
- 1.8. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.8.1. Meet the needs of individuals.
 - 1.8.2. Are sustained throughout the geographic area.
 - 1.8.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

2.1.1.1.1. Operate as an independent program.

2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.

2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.

2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

2.1.1.2.1. Is an easily accessible area and location.

2.1.1.2.2. Meets all applicable state and local building rules and ordinances.

2.1.1.2.3. Has sufficient space that includes, but is not limited to:

2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.

2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.



EXHIBIT B

- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.



EXHIBIT B

- 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
- 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.
 - 2.1.1.4.3.6. Municipal health and welfare providers.
 - 2.1.1.4.3.7. Brain Injury Associations.
 - 2.1.1.4.3.8. Centers for Independent Living.
 - 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
 - 2.1.1.4.3.10. Adult Protective Services.
 - 2.1.1.4.3.11. Information and referral/2-1-1 programs.
 - 2.1.1.4.3.12. Regional Public Health Networks.
 - 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:

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EXHIBIT B

- 2.1.1.6.3.1. The wait time for each individual by the type of service.
- 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.
- 2.1.2. Outreach and Education Services
 - 2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.
 - 2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
 - 2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:
 - 2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.
- 2.2. Consumer Information, Referral and Counseling Services
 - 2.2.1. Information and Referral/Assistance Plan (I&R/A)



EXHIBIT B

- 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.2.1.1.2. All services and resources available to the population of the geographic region.
- 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
- 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.
- 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.



EXHIBIT B

- 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
 - 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services:
 - 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition,
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.



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- 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
- 2.3. Consumer Program Eligibility and Enrollment
 - 2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services
 - 2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
 - 2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
 - 2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.
 - 2.3.1.2.2. Providing individuals with financial assessment, as applicable.
 - 2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.
 - 2.3.1.2.4. Developing processes for accessing public LTSS programs.
 - 2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.
 - 2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.
 - 2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
 - 2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.



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- 2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.
- 2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
- 2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
- 2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:
 - 2.3.1.3.1. NH Family Caregiver Program
 - 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:



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- 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.4.1.4.2. Facilitate caregiver support groups, as needed.
- 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
- 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
- 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
- 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for ill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.



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- 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.



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- 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
- 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
- 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
- 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
- 2.4.3.2.9. Purchasing media in the local area.
- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
 - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.



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- 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
 - 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
 - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
 - 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.
 - 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
 - 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
 - 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
 - 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
 - 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
 - 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
 - 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
 - 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.



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- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
 - 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
 - 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.
 - 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
 - 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.
- 2.5. SHIP/SMP/MIPPA Training Services
- 2.5.1. The Contractor shall provide training SHIP/SMP/MIPPA for ServiceLink contractors, statewide, on topics that include, but are not limited to:
 - 2.5.1.1. Medicare eligibility and enrollment periods.
 - 2.5.1.2. Medicare Parts A, B, C, and D benefits and coverage.
 - 2.5.1.3. Medicare Supplement Plans and coverage options.
 - 2.5.1.4. Long term care insurance.
 - 2.5.1.5. Medicare Savings Programs.
 - 2.5.1.6. Employer coverage versus Medicare coverage.
 - 2.5.1.7. Tricare and Medicare.
 - 2.5.1.8. Medicaid programs and coordination with Medicare coverage.
 - 2.5.1.9. Medicare fraud, errors and abuse
 - 2.5.1.10. Specific claims and billing issues.
 - 2.5.1.11. Preventive Services
 - 2.5.1.12. Extra Help/Low Income Subsidy
 - 2.5.2. The Contractor shall train all SHIP/SMP/MIPPA ServiceLink staff on current reporting requirements, which include but are not limited to:
 - 2.5.2.1. Refer 7.
 - 2.5.2.2. SHIP Tracking and Reporting System (STARS) Beneficiary Forms.



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- 2.5.2.3. STARS media, activity, education, outreach reporting directly to the STARS site.
- 2.5.2.4. SMP Information Reporting System (SIRS) directly to the SIRS site.
- 2.5.3. The Contractor shall monitor all reporting areas in Subsection 1.3, above, on a monthly basis and make any necessary adjustments to ensure ServiceLink contractors are accurately reporting information regarding services provided.
- 2.5.4. The Contractor shall ensure all SHIP/SMP/MIPPA staff, including but not limited to, counselors, volunteers and trainees, are current on training information by ensuring all SHIP/SMP/MIPPA ServiceLink staff:
 - 2.5.4.1. Participate in Centers for Medicare & Medicaid Services (CMS), Administration for Community Living (ACL), National Council on Aging (NCOA), and other Medicare-related webinars, conference calls, meetings and conferences as required or deemed appropriate.
 - 2.5.4.2. Solicit continuous communication from CMS, ACL, NCOA, the State SHIP/SMP/MIPPA Director, and the New Hampshire Insurance Department (NHID) to remain current on changes in policies, procedures and reporting requirements.
 - 2.5.4.3. Are provided with current Medicare materials for dissemination, including but not limited to updates to the Medicare Advantage Landscape of Plans for Part D and Part C, including all Excel spreadsheets.
- 2.5.5. The Contractor shall oversee the administration of the SHIP Online Counseling Certification Tool (OCCT) for ServiceLink SHIP Coordinators, new trainees, staff, and volunteers.
- 2.5.6. The Contractor shall oversee and provide ServiceLink SHIP Coordinators, new trainees, staff, and volunteers access to the SIRS training and tracking system; TRAX.
- 2.5.7. The Contractor shall be the subject matter expert for ServiceLink SHIP/MIPPA and SMP staff. The Contractor shall:
 - 2.5.7.1. Attend national and regional conferences related to SHIP/MIPPA and SMP.
 - 2.5.7.2. Attend local, regional trainings and webinars related to SHIP/MIPPA and SMP.
 - 2.5.7.3. Work in partnership with the Department's SHIP/ MIPPA and SMP Program Director and all ServiceLink contractors.
- 2.5.8. The Contractor shall work with the Department's SHIP/MIPPA and SMP Program Director, and other ServiceLink Contractors to coordinate and streamline training and certification activities for the SHIP/MIPPA and SMP Programs. The Contractor shall:
 - 2.5.8.1. Identify a liaison at each ServiceLink contractor to identify new trainees, staff and volunteers in need of training.



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- 2.5.8.2. Collaborate with the liaison to develop and implement a survey for training needs and the best form of communication to further advance training.
- 2.5.8.3. Coordinate with the liaison to provide updated local, regional and annual training offered to staff such duties may include, but are not limited to:
 - 2.5.8.3.1. Establishing an agenda for trainings.
 - 2.5.8.3.2. Assisting with necessary materials for trainings.
- 2.5.8.4. Develop training material to ensure new and experienced staff meet SHIP and SMP certification requirements.
- 2.5.8.5. Develop and share evaluation tools to confirm training is effective and beneficial.
- 2.5.8.6. Develop and oversee the administration of the SHIP and SMP online certification tool, in compliance with ACL standards/rules.
- 2.5.8.7. Educate all contracted staff in the usage of any online training modules and certification tools.
- 2.5.8.8. Establish and monitor tracking system for SHIP and SMP certifications for the ServiceLink contractors to ensure all staff are meeting and maintaining certification.
- 2.5.8.9. Disseminate all received SHIP/MIPPA and SMP material via multiple means, which may include but are not limited to:
 - 2.5.8.9.1. A monthly newsletter.
 - 2.5.8.9.2. Special Alerts.
 - 2.5.8.9.3. Face-to-face meetings.
 - 2.5.8.9.4. eStudio postings.
 - 2.5.8.9.5. Excel spreadsheets
- 2.5.8.10. Designate a dedicated email address for SHIP/MIPPA and SMP liaisons to utilize in order to:
 - 2.5.8.10.1. Respond to inquiries pertaining to challenging training issues.
 - 2.5.8.10.2. Address any inquiries pertaining to certification concerns.
 - 2.5.8.10.3. Solicit current Medicare information and policy changes to best address beneficiary needs.
- 2.5.8.11. Coordinate with ServiceLink contractors for best practice materials that can be developed and shared with other staff to assist Medicare beneficiaries, upon Department's approval.



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- 2.5.8.12. Ensure all training, certification, and SHIP/MIPPA and SMP material dissemination is completed in coordination with the Department's SHIP Program Director.
- 2.5.9. The Contractor shall begin collecting data on October 1 of each year, or as soon as the information is available, for the Medicare Advantage Landscape of Plans for Part D and Part C, and shall continue until all data is collected.
- 2.5.10. The Contractor shall inform the Department's SHIP Director and statewide ServiceLink contractors when changes in training occur.
- 2.5.11. The Contractor shall provide:
 - 2.5.11.1. No less than four (4), daylong statewide trainings per contract year to include the fall "Medicare Update Training" that is coordinated with the Centers for Medicare and Medicaid Services (CMS).
 - 2.5.11.2. Onsite training as requested, not to exceed two (2) site visits per year with any given location.
 - 2.5.11.3. One-to-one training, as necessary.
 - 2.5.11.4. No less than 104 hours of SHIP/MIPPA and SMP training via other means, which may include but are not limited to:
 - 2.5.11.4.1. Emails.
 - 2.5.11.4.2. Webinars.
 - 2.5.11.4.3. Forwarding of pertinent information.
 - 2.5.11.4.4. Telephone conversations.
 - 2.5.11.5. No less than 52 hours of Medicare Supplemental Training.
- 2.5.12. The Contractor shall ensure all staff are trained and understand SMP Foundations.
- 2.5.13. The Contractor shall conduct post-training evaluations to determine effectiveness of trainings.

3. Performance Measures and Reporting Requirements

- 3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services
 - 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.
 - 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
 - 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.



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- 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
- 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
- 3.1.3.5. Follow-up services performed and frequency of services delivered.
- 3.1.3.6. Length of contact.
- 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.
- 3.2. Consumer Eligibility & Enrollment Services
 - 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
 - 3.2.1.4. Demographics of individuals in need of specialized services.
 - 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.



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- 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department , which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:
 - 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
 - 3.3.3.8.2. Number of sessions per caregiver,
 - 3.3.3.8.3. Number of caregivers referred to agencies.
 - 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
 - 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:



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- 3.3.3.9.2. Publications.
- 3.3.3.9.3. Presentations.
- 3.3.3.9.4. Media coverage.
- 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
- 3.3.3.9.6. Number of agencies involved with outreach activities.
- 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.	To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS
3.3.4.3. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries	SHIP/STARS Beneficiary Forms imbedded in Refer 7



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	under the age of 65 per Medicare beneficiaries under 65 in the State.	
3.3.4.4.	Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.5.	Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7

- 3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:
- 3.3.5.1. Quarterly SHIP progress reports.
 - 3.3.5.2. Monthly outreach reports.
- 3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	To include: Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2 Implementation of promotional activities for Medicare’s Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3 Effectively advertise, promote, and conduct educational outreach and/or	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.



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	enrollment event activities at a minimum of one (1) time per month.	
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

3.4. SHIP/SMP/MIPPA Training

- 3.4.1. The Contractor shall maintain a monthly activity report that includes the following:
 - 3.4.1.1. Training provided to ServiceLink sites.
 - 3.4.1.2. Names of certified SHIP and SMP counselors, staff, and volunteers at each ServiceLink site.
 - 3.4.1.3. Date of counselor's most recent certification.
 - 3.4.1.4. Hours of training attended during the month/per person.
 - 3.4.1.5. Trainings provided with detailed topics, along with the method in which they were delivered.
 - 3.4.1.6. Identified counselors' training needs and barriers.
 - 3.4.1.7. Post-training evaluation summaries and outcomes in eStudio.
- 3.4.2. The Contractor shall provide quarterly reports of the summary of statewide training activities which will include the following:
 - 3.4.2.1. Total number of sites receiving training during the quarter;
 - 3.4.2.2. Total number of hours of training provided to all SHIP and SMP counselors.
 - 3.4.2.3. Total number of certified counselors statewide.
 - 3.4.2.4. Total number of new SHIP and SMP certified counselors during the quarter.
 - 3.4.2.5. Total number of trainings provided during the quarter.
 - 3.4.2.6. Topics of all trainings provided.
 - 3.4.2.7. A narrative providing a description of the following:
 - 3.4.2.7.1. Counselor accomplishments.
 - 3.4.2.7.2. Challenges.
 - 3.4.2.7.3. Plans to overcome challenges.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.



EXHIBIT B

- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager** – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. **Information and Referral Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
 - 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.



EXHIBIT B

- 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than .75 full-time equivalent (FTE) for the Monadnock Region, and no less than .5 FTE for Sullivan County.
- 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than .75 FTE for the Monadnock Region, and .25 for Sullivan County.
- 4.5. Criminal Background Check and BEAS State Registry Checks
 - 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.



EXHIBIT B

5. Additional Terms

5.1. Credits and Copyright Ownership

- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.1.3.1. Brochures.
 - 5.1.3.2. Resource directories.
 - 5.1.3.3. Protocols or guidelines.
 - 5.1.3.4. Posters.
 - 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

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 must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 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.
- 6.2. 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



EXHIBIT B

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.

7. Exhibits Incorporated

- 7.1. 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.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 56.33%, Federal Funds, by the:
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds.
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds.
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds.
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds.
 - 1.1.7. For SHIP Trainer - United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds.
 - 1.1.8. For SHIP Trainer - United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds.
 - 1.1.9. For SHIP Trainer - United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds.
 - 1.2. 43.67% General funds.



EXHIBIT C

2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 7.9% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
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
105 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 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



EXHIBIT C

satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and 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.

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. 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 Budget

New Hampshire Department of Health and Human Services										
Contractor Name: Monadnock Collaborative										
Budget Request for: RFA-2021-01733-00-02FY1-01										
Services/Lines Aging and Disability Resource Center Services										
Budget Period: 7/1/20 - 6/30/21										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS Contract Allow			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 405,899.50	\$ 28,731.00	\$ 434,630.50	\$ 13,644.88	\$ 2,841.68	\$ 16,486.56	\$ 354,018.70	\$ 31,875.77	\$ 385,894.47	
2. Employee Benefits	\$ 113,845.21	\$ 11,113.34	\$ 124,958.55	\$ 17,548.17	\$ 1,132.00	\$ 18,680.17	\$ 106,308.04	\$ 10,810.45	\$ 117,118.49	
3. Consultant	\$ 8,200.00	\$ -	\$ 8,200.00	\$ 2,600.00	\$ -	\$ 2,600.00	\$ 5,790.00	\$ -	\$ 5,790.00	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Repair and Maintenance	\$ 5,180.00	\$ -	\$ 5,180.00	\$ 2,800.00	\$ -	\$ 2,800.00	\$ 2,380.00	\$ -	\$ 2,380.00	
7. Purchase of Equipment	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00	
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Office	\$ 8,802.00	\$ -	\$ 8,802.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 7,302.00	\$ -	\$ 7,302.00	
14. Travel	\$ 5,854.00	\$ -	\$ 5,854.00	\$ 800.00	\$ -	\$ 800.00	\$ 5,054.00	\$ -	\$ 5,054.00	
15. Occupancy	\$ 46,476.00	\$ -	\$ 46,476.00	\$ 4,800.00	\$ -	\$ 4,800.00	\$ 41,676.00	\$ -	\$ 41,676.00	
16. Current Expenses	\$ 15,071.00	\$ -	\$ 15,071.00	\$ -	\$ -	\$ -	\$ 15,071.00	\$ -	\$ 15,071.00	
17. Utilities	\$ 7,834.00	\$ -	\$ 7,834.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 6,334.00	\$ -	\$ 6,334.00	
18. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19. Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20. Insurance	\$ 7,177.00	\$ -	\$ 7,177.00	\$ 2,300.00	\$ -	\$ 2,300.00	\$ 4,877.00	\$ -	\$ 4,877.00	
21. Bond Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23. Marketing/Communications	\$ 1,971.00	\$ -	\$ 1,971.00	\$ -	\$ -	\$ -	\$ 1,971.00	\$ -	\$ 1,971.00	
24. Staff Education and Training	\$ 2,867.50	\$ -	\$ 2,867.50	\$ -	\$ -	\$ -	\$ 2,867.50	\$ -	\$ 2,867.50	
25. Subcontract/Agreements	\$ 17,831.00	\$ -	\$ 17,831.00	\$ 5,808.00	\$ -	\$ 5,808.00	\$ 12,023.00	\$ -	\$ 12,023.00	
26. Other (Specify in notes to contractor)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27. Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 648,193.01	\$ 40,834.34	\$ 689,027.35	\$ 87,334.37	\$ 3,973.68	\$ 91,308.05	\$ 597,719.30	\$ 47,846.17	\$ 645,565.47	
Indirect As A Percent of Direct 7.5%										

Contractor Signature: *[Handwritten Signature]*
Date: 4/24/2020

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Merristock Collaborative											
Budget Request for: RFA-2021-01783-00-BERVA-00											
Service/Link: Aging and Disability Resource Center Services											
Budget Period: 7/1/21 - 6/30/22											
Line Item	Total Program Cost			Contractor Match			Funded by DPH contract share			Total	
	Direct	Indirect	Year	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salaries/Wages	\$ 406,899.50	\$ 36,734.80	\$ 443,634.30	\$ 406,899.50	\$ 36,734.80	\$ 443,634.30	\$ 356,019.70	\$ 37,078.77	\$ 393,098.47	\$ 443,634.30	
2. Employee Benefits	\$ 112,843.21	\$ 11,112.54	\$ 123,955.75	\$ 112,843.21	\$ 11,112.54	\$ 123,955.75	\$ 98,388.04	\$ 10,098.45	\$ 108,486.49	\$ 123,955.75	
3. Contingencies	\$ 4,700.00	\$ -	\$ 4,700.00	\$ 4,700.00	\$ -	\$ 4,700.00	\$ 4,700.00	\$ -	\$ 4,700.00	\$ 4,700.00	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Repair and Maintenance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	
6. Personnel/Consultants	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	
7. Budget	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Office	\$ 837.00	\$ -	\$ 837.00	\$ 837.00	\$ -	\$ 837.00	\$ 837.00	\$ -	\$ 837.00	\$ 837.00	
13. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	
14. Occupancy	\$ 46,478.00	\$ -	\$ 46,478.00	\$ 46,478.00	\$ -	\$ 46,478.00	\$ 46,478.00	\$ -	\$ 46,478.00	\$ 46,478.00	
15. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16. Telephone	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	
17. Postage	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	
18. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19. Auto and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20. Insurance	\$ 7,177.80	\$ -	\$ 7,177.80	\$ 7,177.80	\$ -	\$ 7,177.80	\$ 7,177.80	\$ -	\$ 7,177.80	\$ 7,177.80	
21. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22. Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23. Marketing/Communications	\$ 1,871.00	\$ -	\$ 1,871.00	\$ 1,871.00	\$ -	\$ 1,871.00	\$ 1,871.00	\$ -	\$ 1,871.00	\$ 1,871.00	
24. Staff Education and Training	\$ 2,947.50	\$ -	\$ 2,947.50	\$ 2,947.50	\$ -	\$ 2,947.50	\$ 2,947.50	\$ -	\$ 2,947.50	\$ 2,947.50	
25. Information/IT/Agreements	\$ 17,851.00	\$ -	\$ 17,851.00	\$ 17,851.00	\$ -	\$ 17,851.00	\$ 17,851.00	\$ -	\$ 17,851.00	\$ 17,851.00	
26. Other (specify in comments)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27. Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 648,163.81	\$ 47,847.34	\$ 696,011.15	\$ 648,163.81	\$ 47,847.34	\$ 696,011.15	\$ 548,877.84	\$ 57,177.22	\$ 606,055.06	\$ 696,011.15	
Indirect As A Percent of Direct											7.4%

Contractor Initials: *MSB*
Date: *1/24/2020*



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

[Handwritten Signature]
Date 4/25/2020

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)

*Monadnock Collaborative
105 Castle Street
Keene, NH 03431*

*Sullivan County Servicecenter
224 Elm Street
Claremont, NH 03743*

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

Vendor Name:

4/28/2020
Date

Maryanne B. Ferguson
Name: *Maryanne B. Ferguson*
Title: *Executive Director*



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:

M Monadnock Collaborative

4/28/2020
Date

Margaret B. Ferguson
Name: *Margaret B. Ferguson*
Title: *Executive Director*



**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

MBS
4/28/2020



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: *Monadnock Collaborative*

4/28/2020
Date

Marganne Ferguson
Name: *Marganne B. Ferguson*
Title: *Executive Director*

Vendor Initials: *MBA*
Date: *4/28/2020*



**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: *Monadnock Collaborative*

4/28/2020

Date

Maryanne B. Ferguson
Name: *Maryanne B. Ferguson*
Title: *Executive Director*

Exhibit G

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

Vendor Initials *MBS*

Date *4/28/2020*



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: *Monadnock Collaborative*

4/30/2020
Date

Margaret B. Ferguson
Name: *Margaret B. Ferguson*
Title: *Executive Director*

Vendor Initials *MBS*
Date *4/30/2020*



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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4/28/2020



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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

[Handwritten Signature]

4/28/2020



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

mea

Date

4/28/2020



Exhibit I

- e. Severability. 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

May 1, 2020
Date

Monadnock Collaborative
Name of the Contractor

Margaret B. Ferguson
Signature of Authorized Representative

Margaret B. Ferguson
Name of Authorized Representative

Executive Director
Title of Authorized Representative

4/28/2020
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: *Monadnock Collaborative*

4/28/2020
Date

Marganne B. Ferguson
Name: *Marganne B. Ferguson*
Title: *Executive Director*

MBS
4/28/2020

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: 078365403
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

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

[Handwritten Signature]
4/28/2020

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

MUBJ
4/28/2020

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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4/28/2020

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

DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

MRF
4/28/2020



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

AKB
4/28/2020

State of New Hampshire

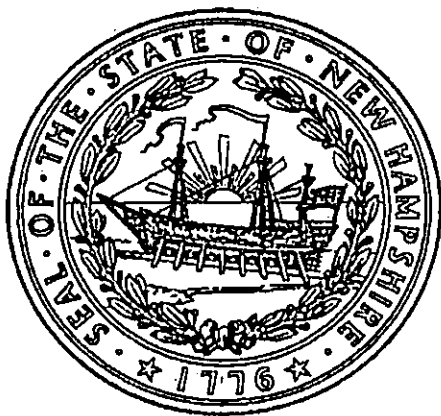
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK COLLABORATIVE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 2001. 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: 379619

Certificate Number: 0004904687



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

Alan Greene

hereby certify that

I am a duly elected Clerk Secretary/Officer of

Monadnock Collaborative

The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 28, 2020, at which a quorum of the Directors/shareholders were present and voting

Charynne Stinson, Executive Director

VOTED: That Alan Greene, President (may list more than one person)

is duly authorized on behalf of Monadnock Collaborative 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 judgment be desirable or necessary to effect the purpose of this vote

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.

Date: 4/28/2020

Alan Greene

Signature of Elected Officer:

Name:

Title:

Alan Greene
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2020

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Eleanor Spinazzola PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net FAX (A/C, No): (603) 293-7188	
INSURED Monadnock Collaborative .105 Castle Street Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Technology Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 42376

COVERAGES

CERTIFICATE NUMBER: 20-21

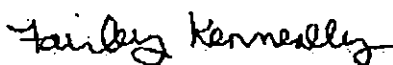
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2067626	02/01/2020	02/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2067626	02/01/2020	02/01/2021	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			PHUB702375	02/01/2020	02/01/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3802556	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Monadnock Collaborative

Mission Statement

The Monadnock Collaborative nurtures ideas and initiatives that enhance the health and well-being of the citizens and communities in the Monadnock Region, by means of:

- **Serving** as a model of collaboration;
- **Providing** leadership;
- **Creating** structure for organizations and efforts;
- **Fostering** partnership;
- **Improving** access to services;
- **Administering** programs and projects

MONADNOCK COLLABORATIVE

**FOR THE YEARS ENDED
JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

MONADNOCK COLLABORATIVE

FINANCIAL STATEMENTS

JUNE 30, 2019 AND 2018

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To the Board of Directors of
Monadnock Collaborative
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on Financial Statements

We have audited the accompanying financial statements of Monadnock Collaborative which comprise the statements of financial position as of June 30, 2019 and 2018 and the related statements of activities, cash flows for the years then ended and the statement of functional expenses for the year ended June 30, 2019, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Collaborative as of June 30, 2019 in conformity with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Monadnock Collaborative 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated August 22, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leoni McConnell ; Roberts
Professional Association*

North Conway, New Hampshire
October 31, 2019

MONADNOCK COLLABORATIVE
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018

ASSETS

	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash	\$ 466,722	\$ 464,108
Accounts receivable	118,721	98,316
Prepaid expenses	<u>27,309</u>	<u>25,566</u>
Total current assets	<u>612,752</u>	<u>587,990</u>
PROPERTY AND EQUIPMENT		
Equipment, furniture and fixtures	37,618	37,618
Less accumulated depreciation	<u>(37,175)</u>	<u>(36,287)</u>
Total property and equipment	<u>443</u>	<u>1,331</u>
NONCURRENT ASSETS		
Security deposits	<u>2,330</u>	<u>2,330</u>
Total assets	<u>\$ 615,525</u>	<u>\$ 591,651</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 10,204	\$ 10,068
Accrued salaries, wages and related expenses	36,989	33,367
Refundable advance	<u>-</u>	<u>5,000</u>
Total current liabilities	47,193	48,435
NET ASSETS		
Net assets without donor restrictions	<u>568,332</u>	<u>543,216</u>
Total liabilities and net assets	<u>\$ 615,525</u>	<u>\$ 591,651</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE

**STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
REVENUE AND SUPPORT		
Grants	\$ 1,364,845	\$ 1,383,101
Investment income	8,414	441
Other revenue and support	<u>18,995</u>	<u>14,996</u>
Total revenue and support	<u>1,392,254</u>	<u>1,398,538</u>
EXPENSES		
Program services	1,299,404	1,225,666
Management and general	<u>67,734</u>	<u>65,779</u>
Total expenses	<u>1,367,138</u>	<u>1,291,445</u>
INCREASE IN NET ASSETS	25,116	107,093
NET ASSETS - BEGINNING OF YEAR	<u>543,216</u>	<u>436,123</u>
NET ASSETS - END OF YEAR	<u>\$ 568,332</u>	<u>\$ 543,216</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 25,116	\$ 107,093
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	888	888
Decrease (increase) in assets:		
Accounts receivable	(20,405)	(31,501)
Prepaid expenses	(1,743)	678
Increase (decrease) in liabilities:		
Accounts payable	136	(7,447)
Accrued salaries, wages and related expenses	3,622	3,097
Refundable advance	(5,000)	5,000
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,614</u>	<u>77,808</u>
NET INCREASE IN CASH	2,614	77,808
CASH AT BEGINNING OF YEAR	<u>464,108</u>	<u>386,300</u>
CASH AT END OF YEAR	<u>\$ 466,722</u>	<u>\$ 464,108</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE TOTALS FOR 2018**

	<u>Program</u>	<u>Management and General</u>	<u>2019 Total</u>	<u>2018 Total</u>
PERSONNEL COSTS				
Salaries and wages	\$ 871,380	\$ -	\$ 871,380	\$ 806,418
Payroll taxes	63,924	-	63,924	59,896
Employee benefits	<u>166,265</u>	<u>-</u>	<u>166,265</u>	<u>141,954</u>
Total personnel costs	1,101,569	-	1,101,569	1,008,268
Rent	65,125	-	65,125	62,788
Travel	49,532	-	49,532	49,502
Telephone	32,289	-	32,289	31,592
IT services	-	24,574	24,574	27,517
Subcontract services	-	16,750	16,750	17,288
Equipment rental	-	15,798	15,798	10,154
Office supplies	12,652	-	12,652	20,149
Auditing	12,339	-	12,339	14,490
Insurance	-	10,612	10,612	11,525
Development	8,182	-	8,182	5,988
Administrative expenses	7,118	-	7,118	4,286
Postage	3,422	-	3,422	2,030
Advertising and marketing	1,928	-	1,928	2,461
Legal and lobbying	678	-	678	13,760
Depreciation	888	-	888	888
Office expense	-	-	-	426
Other	<u>3,682</u>	<u>-</u>	<u>3,682</u>	<u>8,333</u>
Total functional expenses	<u>\$ 1,299,404</u>	<u>\$ 67,734</u>	<u>\$ 1,367,138</u>	<u>\$ 1,291,445</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

The Monadnock Collaborative (the Collaborative) is a not-for-profit corporation located in Keene, New Hampshire. The Collaborative's purpose is to support the efforts of local projects and initiatives aimed at identifying and addressing the unmet healthcare needs of residents in the Monadnock Region of New Hampshire. Major programs include information and referral, education, and service program management.

Pilot Health, LLC was a limited liability company located in Keene, New Hampshire that provided case management services in an effort to support the unmet healthcare needs of the residents in the Monadnock Region of New Hampshire. The Collaborative's board initially consisted of employees of the entities that are the members of Pilot Health, LLC. The 2018 financial statements include the accounts of Monadnock Collaborative and Pilot Health, LLC as the entities were affiliated by common ownership and control. All material inter-company accounts were eliminated.

Effective July 1, 2018 Pilot Health, LLC was dissolved and the following assets and liabilities were transferred to Monadnock Collaborative:

Cash	\$ 284,138
Other assets	<u>2,330</u>
Total assets	<u>286,468</u>
Accounts payable	3,548
Accrued expenses	<u>16,572</u>
Total liabilities	<u>20,120</u>
Net assets transferred	<u>\$ 266,348</u>

Basis of Accounting

The combining financial statements of the Collaborative have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of the Collaborative have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Collaborative to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-restricted 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 Collaborative. These net assets may be used at the discretion of the Collaborative's 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 will be met by actions of the Collaborative or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Collaborative's combining financial statements for the year ended June 30, 2018 from which the summarized information was derived.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Collaborative has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

Functional Allocation of Expenses

The costs of providing the various services and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Advertising

The Collaborative expenses advertising costs as incurred.

Use of Estimates

In preparing financial statements in conformity with generally accepted accounting principles, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The Company's financial instruments consist of cash, trade receivables and payables, and tenant deposits. The carrying value for all such financial instruments, considering the terms, approximate fair value at June 30, 2019.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding, after management has used reasonable collection efforts, are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at June 30, 2019. The Collaborative has no policy for charging interest on overdue accounts.

Accrued Earned Time

The Collaborative has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Income Taxes

The Collaborative is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Collaborative to be other than a private foundation.

The Collaborative follows FASB ASC Topic No. 740, Accounting for Uncertainty in Income Taxes, which requires them to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities for unrecognized tax benefits and accrued interest and penalties accordingly. At June 30, 2019, the Collaborative determined they had no tax positions that did not meet the "more likely than not" standard of being sustained by tax authorities.

The Collaborative is no longer subject to examinations by the United States Federal or State tax authorities before 2015.

2. CONCENTRATION OF RISK.

The Collaborative maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2019. The Collaborative has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts. There were no uninsured cash balances at June 30, 2019.

For the year ended June 30, 2019, approximately 98% of the total revenue was derived from grants from federal, state and other sources. The future existence of the Collaborative is dependent upon continued support from grant sources.

3. **PROPERTY AND EQUIPMENT**

Property is stated at cost or fair market value at date of donation. Material assets with a useful life in excess of one year are capitalized. The Collaborative depreciates the assets using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Equipment, furniture and fixtures 3 - 10 Years

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

4. **LEASE COMMITMENTS**

The Collaborative has entered into two rental lease agreements to rent office space. Rent expense under these agreements aggregated \$65,125 for the year ended June 30, 2019. The future minimum lease payments on the above leases for the year ended June 30, 2019 approximates \$66,000.

5. **RETIREMENT PLAN**

During 2018 the Collaborative initiated a tax-sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Collaborative are eligible to contribute to the plan.

6. **COMMITMENTS AND CONTINGENCIES**

The Collaborative receives funding under various state and federal grants. Under the terms of these grants, the Collaborative is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Collaborative may be required to repay the grantor's funds.

7. **AVAILABILITY AND LIQUIDITY**

The following represents the Collaborative's financial assets as of June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 466,722	\$ 464,108
Accounts receivable	<u>118,721</u>	<u>98,316</u>
Total financial assets	585,443	562,422
Less amounts not available to be used within one year:		
Security deposits	<u>2,330</u>	<u>2,330</u>
Financial assets available to meet general Expenditures over the next twelve months	<u>\$ 583,113</u>	<u>\$ 560,092</u>

None of the financial assets are subject to restriction and therefore they are available for general expenditures within one year of the Statement of Financial Position date. It is the Collaborative's goal to maintain financial assets to meet 30 days of operating expenses which is approximately \$114,000 and \$107,000, at June 30, 2019 and 2018, respectively.

8. **SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 31, 2019, the date the financial statements were available for issuance.

9. **RECLASSIFICATIONS**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

Monadnock Collaborative

Board of Directors

Alan Greene – Board Chair

Joshua Meehan – Vice Chair

John Manning – Treasurer

Christopher Coates

Shawn LaFrance

Audrey E. Kutler
38 Newman St. Keene, NH 03431
(603) 852-8849 • kutler.au@gmail.com

EDUCATION:

Keene State College, Class of 2012
Keene, New Hampshire
Bachelor of Arts in French

Keene State College, Class of 2010
Keene, New Hampshire
Bachelor of Arts in Communication and Philosophy
Minor in French

AIRS (Alliance of Information and Referral Specialists) Certified since 2016

SHIP (State Health Insurance Assistance Program) Certified since 2015

SMP Certified (Senior Medicare Patrol – Medicare Fraud Prevention) since 2015

WORK EXPERIENCE:

ServiceLink of the Monadnock Region, Keene, NH - September 2015 - Current
SHIP & SMP Coordinator / Options Counselor, Medicare Coordinator

- SHIP and SMP certified. Medicare specialist.
 - Coordinates Medicare counseling in both Keene and Sullivan County office.
 - Acts as liaison between the two ServiceLink offices and DHHS state SHIP coordinator.
 - Trains and makes sure other staff members are certified in all things Medicare and Medicare Fraud related.
 - Provides Medicare counseling to clients one on one regarding all parts of Medicare and Medicare Savings programs.
 - Provides monthly New to Medicare seminars which are open to the public.
 - Outreaches to the public regarding Medicare information and Medicare Fraud Prevention.
- Provides clinical eligibility counseling for financial prescreening for State and Federal Programs. Limited case management.

- Provides informational, referrals, and assistance through telephone, walk-in, or email intake as needed.
- Performs person centered comprehensive needs assessments, including mental, physical, functional, cultural, financial, environmental, and life goals to determine appropriate referrals.
- Provides person centered options counseling to select persons in office, consumer homes, or community.

-This includes assisting with application process for Long Term Care services and supports. Assists with application process for Choices for Independence, Nursing Facility Medicaid, Granite Advantage, Food Stamps, and Medicare Savings Program as well as all other programs through Department of Health and Human Services.

- Assist with development of marketing and outreach materials, and program promotion and outreach.
 - Provides Information and Referral Services for the Monadnock region.

ServiceLink of the Monadnock Region, Keene, NH - June 2015 – October 2015
Provider Outreach Specialist - Ask The Question Campaign

- Provider Outreach Specialists, from partnering agencies across the State, carry out the direct, local provider assessment, contact, presentations, and follow-up needed to improve access to and quality of care for service members, veterans, and their families. They specifically:
 Identify and reach out to a wide range of providers in their region (hospitals, mental health providers, social services, law enforcement, etc.), educating them about the importance of asking the question “Have you Ever Served in the Military?” at intake; and increasing provider understanding of what to do when the answer is “yes.” Outreach is being conducted by telephone, email, and in person – in informal meetings as well as formal presentations.
 Identify and educate providers on military/veteran-specific resources in their regions.
 Identify military culture and related training needs of providers in their regions.

ServiceLink of the Monadnock Region, Keene, NH - December 2013 – September 2015
Certified Marketplace Assister

- Coordinates enrollment and informational events and speaks to the public about the Affordable Care Act at local venues such as hospitals, non-profits, support groups, libraries, town halls, and health fairs.
- Holds in-person appointments to assist consumers who wish to enroll in health insurance plans through NH’s Marketplace Exchange.
- Helps to coordinate a bi-weekly meeting consisting of regional partners where outreach approaches and best practices are discussed.

- Creates flyers, posters, informational brochures, and press releases.

CVS Pharmacy, Peterborough, NH - August 2012 - December 2013
Pharmacy Technician

Studied abroad in France at Université Rennes 2 through Keene State College
January 2012 - May 2012

CVS Pharmacy, Peterborough, NH - July 2010 - January 2012
Customer Service

Thorne-Sagendorph Art Gallery, Keene, NH - September 2007 to May 2010
Monitor

- Greeted visitors, answered phones, monitored the gallery, light office work.

SKILLS:

Expert on the Affordable Care Act and New Hampshire's Health Insurance Exchange
Counselor for Medicaid programs, Expanded Medicaid, Medicare, and Social Security programs

Customer Service experience

Proficient with Microsoft Office Suite

Speaks French

Experienced with Public Speaking

Expert with Social Media

Experienced with administrative duties and answering multiple phone lines

180 Twistback Rd
Claremont, NH 03743

603-504-8392
beckyrostron@comcast.net

Rebecca M. Aiken-Rostron

Objective To obtain a full time position and career while contributing to a growing company that challenges me daily while working as a team towards a common goal and allows me to interact with fellow colleagues and the public as well as provide exceptional service to all that I interact with.

Experience

2011 – Present	Monadnock Collaborative, Keene, NH ServiceLink Resource Center of Sullivan County <i>*same contracted position – fiscal agent changed*</i>
2008 – 2011	Southwestern Community Services Claremont, NH ServiceLink Resource Center of Sullivan County

Certified Information & Referral Specialist –Aging/Disabled – CIRS-A/D

SHIP Certified Medicare Counselor Options Counselor

- Provide supported referrals, options counseling and information to the elderly & disabled to help them lead independent and healthy lives as well as to help them understand and navigate the NH DHHS system, Medicare system and other needed programs.
- Provide exceptional customer service to a diverse population of elderly, their family members, disabled and the underserved
- Provide Long Term Supported Services options counseling with a person-centered focus
- Provide support and limited case management to the Veteran's Directed Care program recipients
- Provide education, support and grant fund management assistance to NH Family Caregiver Recipients
- Complete several program reports (Federal and State)
- Maintain our database of local resources
- Assess individual's long and short term needs to help identify resources to meet these needs
- Assist with filing for SS benefits and appeals (retirement, disability)
- Counsel and educate the elderly & disabled on all aspects of Medicare and other available health insurance options– (new to Medicare, fraud and abuse, enrolling, prescription drug plans, Medicare Advantage plans, Medicare Supplemental Ins. Info)
- SHIP, SMP and MIPPA knowledgeable
- Prepare reports in a timely manner for various funding sources (ie: AoA reports, ACL reports, SHIP reports, MIPPA reports, SMP reports)
- Enter all Medicare related fraud and abuse issues, concerns, education and outreach into SMART FACTS and other reporting systems
- Educate, report and provide supported assistance to Medicare beneficiaries to get Medicare Savings Benefits
- Provide community outreach (ie: presentations, radio, TV, ads) to help

educate the elderly and disabled on the programs we have available to them to help them lead healthy and independent lives

- Work with BEAS to keep our database of resources up to date

2006-2008 Valley Regional Hospital Claremont, NH

Mammography Coordinator

- Coordinate all functions of the mammography department
- Schedule all patients for diagnostic and routine screenings.
- Schedule all breast biopsies.
- Record all mammo and biopsy results into MRS system and mail result letters to all patients
- Manage mammo sched to maintain full daily schedules

2004-2006 Gill Home Ludlow, VT

Payroll and Accounts Payable

Social Services Director – Admissions & Discharge Coord.

- Processed payroll and all employee benefits.
- Filed quarterly tax, federal and state payroll forms
- Managed all employee HR files, name badges, time cards
- Set up new employees with health, dental insurance
- Managed yearly reviews and updated licenses for all licensed staff
- Rec'd and entered all invoices into GL system and paid invoices on time
- Recruited and coordinated all facility admissions
- Helped resident's and families adjust to being admitted to a nursing home
- Made sure that all proper home supports were in place before any resident was discharged (ie: home care providers, ramps, bathing adaptations, meals on wheels etc).
- Assisted family's complete all admission paperwork, financial eligibility
- Completed quarterly and yearly psychosocial and discharge planning care plans for residents
- Provided social service supports for residents and their families

2001-2004 Dartmouth Hitchcock Med Ctr Lebanon, NH

Insurance Referral Specialist/Clinical Secretary

- Obtained HMO ins referrals for all patient's specialty appts
- Scheduled all specialty appts ordered by PCP
- Scheduled patients for PCP appointments
- Collected office visit co-pays
- Entered and verified patient insurance and demographics

1999-2001

VNA of VT & NH

White River Jct., VT

Payroll/HR/Workers Compensation

- Processed payroll for multi-state home care agency with several satellite offices
- Managed HR files for all employees
- Managed tickler system for all licensed staff to assure all licenses and ins coverage are up to date
- Prepared all agency over time and on call reports.
- Managed all workers compensation reports/claims for agency and assigned staff to appropriate light duty

1989-1999

Sullivan County Nursing Home

Unity, NH

Health Unit Coordinator

MDS Medicaid Reimbursement Data Entry

LNA

- Entered all federally mandated MDS assessments for Medicaid reimbursement into the computer system
- Managed patient medical record charts
- Ordered all supplies for the unit from dietary to general medical to specialty Medicare B supplies such as colostomy and feeding tube supplies.
- Recorded daily vitals (temperatures, pulse, respirations) into resident's medical records
- Maintained all resident's medical records – made sure all MD orders are signed in a timely manner (ie: telephone orders), lab tests posted, entered etc.
- Coordinated all the unit's activities
- Answered unit phone calls and directed appropriately
- Provided daily personal care (bathing, toileting, feeding, ambulating) to residents
- Monitored residents for any vital changes, behaviors etc

Beverly E. Lee-Packard
30 Cricket Hill Road
Harrisville, New Hampshire 03455
827-3400
355-8281

Employment

Transitions In Caregiving Specialist 2008 – Present
Monadnock ServiceLink Resource Center Keene, New Hampshire

Responsible to conduct an assessment of the Caregivers' situation and their needs; assist in creating a comprehensive support plan; assist Caregiver in developing a budget using funds from NH Family Caregivers Respite Grant. Leads Powerful Tools Educational Respite Series/Master Trainer.

Program Coordinator 1993 – 2008
Home Healthcare, Hospice and Community Services Keene, New Hampshire

Responsible for all the daily operations of the Castle Center an Adult Day Care Program. Oversees staff and participants in all areas of the program. Is responsible for the development of budget for the program and staff. Maintains records for daily operation, billing, contracts and staff.

Teacher 1991 – 1993
Cheshire Children's Center Keene, New Hampshire

Nursing Home Administrator 1987 – 1991
Westwood Healthcare Center Keene, New Hampshire

Social Service Director
Westwood Healthcare Center Keene, New Hampshire

Education

University of Maine Presque Isle, Maine

University of Buffalo Buffalo, New York

Lincoln University Lincoln, Pennsylvania

*B.A., 1977 Major: Sociology
University of New Hampshire Lincoln, Pennsylvania*

Long Term Care Administration Graduate Course Durham, New Hampshire

Awards

- Magna Cum Laude
- Phi Beta Kappa

Elyse Adams
7 Oriole Ave
Keene NH 03431
Phone: 603-762-7384
bealzy1321@yahoo.com

Objective

I am interested in obtaining a challenging and fulfilling position in Human Service.

Abilities

- Microsoft Office
 - Word – Intermediate
 - Excel – Intermediate – including basic formulas and file matching
 - Publisher- Intermediate
 - Outlook- Intermediate
- Some Access
- X1 Solutions Database
- BPCS Inventory Control
- Customer Service Skills
- P.I.E.R.S- Data entry system
- P.W.I.T.S- Data entry system
- Refer 7- Data entry system
- New Heights- State of NH DHHS system

Employment History

Veteran Initiative Specialist & SHIP Options Counselor

Monadnock ServiceLink

11/2015 to Current Monadnock Collaborative

Keene, NH

- Provide consumers and community partners with information and assistance related to applying for NH VDC as well as other Veteran Benefits and Services
- Act as primary contact with VA Medical Centers that serve Veterans in the region
- Use person centered options counseling methods for consumers in addition to supported referral
- Follow protocol for implementing the VDC program, including tracking data
- Create action plans through assessment and person centered planning for veteran and his/her family
- Work with contracted fiscal intermediary to ensure that payment for services and staff employed are completed in a timely fashion.
- Work with team and community to maintain up to date information and contacts regarding veterans
- Work with service providers to raise awareness about NH VDC as well as other VA, state, and community services for Veterans
- Maintain SHIP and SMP certification to allow for one on one meetings with Medicare eligible individuals
- Provide one on one Medicare appointments
- Coordinate and supervise interns; to include schedule and training
- Coordinate the implementation of the NH Family Caregiver Support Program (NHFCSP)
- Track NHFCSP grant funds for three different sources, and about 50 caregivers
- Provide training on the Refer Data System for all staff
- Provide Long Term Care supports to include application assistance for the NH State Medicaid Waiver program
- Provide reporting assistance to Program Director for Federal and State reports

Program Assistant

03/2012-11/2015

Monadnock Collaborative

Keene, NH

- Logistics- Organizing and arranging food and location for events
- Participating in meetings with community members
- Working with the Regional Network of Substance Misuse Leadership Team
- Entering data into database

- Making connections with people in the Monadnock Region
- Contacting partners, coalition members, community members, and service providers through direct contact, email, or phone calls
- Taking meeting minutes
- Organizing and copying material for distribution
- Organizing and creating media advertisements and press releases
- Filing all paperwork, data collections, and handouts
- Assist Regional Substance Misuse Coordinator with Strategic Planning process
- Maintenance of Facebook, Twitter, and web page
- Assisting in grant writing process
- Gather materials for grant reimbursement
- Budget invoicing
- Media development

NE Scheduler/ Logistics Coordinator

02/2016-4/2009

C&S Wholesale Grocers

Keene, NH

- Scheduled appointments for 3rd party carriers into the various warehouses
- Appointed carriers into warehouses using on-line data entry in Retailixtraffic.com through phone calls and web (email) requests
- Maintained a record of all calls in Excel
- Received 60-120 calls per day with the heavier volume during the holidays or when covering for personnel out of the office
- Contacted and rescheduled carriers when a warehouse was too full by scheduling another appointment in a different warehouse or hired storage facility
- Created Purchase Orders for products going from one C&S warehouse to another C&S warehouse
- Created and maintained the transportation log for all purchase orders daily and week
- Assisted the Supervisor with the creation of reporting spreadsheets for the department Vice President

Sales Marketing Assistance

02/2004-08/2004

Schliecher & Schuell BioScience

Keene, NH

- Database entry and maintenance using X1 Solutions – a customer relations management database
- Entered and fulfilled leads from advertising, trade shows, and the sales team
- Generated and cleaned up sales reports in Excel requested from Sales and Marketing using BPCS – the inventory, purchasing, and customer reporting management system

Educational History

Completion Date	Issuing Institution	Qualification	Course of Study
06/2004	Monadnock Regional High School	High School Diploma	General high school curriculum
04/2012	Axia University of Phoenix	Associates of Arts	Human Service Management
06/2013	NH Providers Association	Certificate	Grant Writing
10/2016	Axia University of Phoenix	Bachelors of Science	Psychology
10/2016	State of NH, DHHS, BEAS	SHIP and SMP Counselor Certification	Medicare
5/2017	Alliance of Information and Referral Systems	Certification	Referral Services

Garry Card

(603)439-7411 // 3 Matthews Road Keene, NH 03431 // cardg14@gmail.com

Education

Union College, *Schenectady, NY*

32 credits/36 credits---BA in Philosophy and Science, Medicine and Technology in Culture

Work Experience

Care Coordinator, Monadnock Collaborative - Copilot Keene, NH March 2019-Present

- Spearhead a developing state funded non profit profit program utilizing the 'Critical Time Intervention' Model.
- Establish a trusting relationship with clients and their families, using approaches such as basic motivational interviewing and person centered counseling to help clients overcome barriers and achieve better health.
- Deliver 'Critical time intervention' and enhanced care coordination to recipients making the transition back to the community from inpatient physical or psychiatric levels of care, particularly those with complex health needs.
- Develop individualized crisis plans that allow the patient to manage emerging crises, identify resources to maintain the individual within the community during a time of crisis.
- Manage escalated behaviors in a therapeutic manner during times of crisis and assess the effectiveness and efficiency of services provided to a client.

In-Home Supports Coordinator, Monadnock Developmental Services Keene, NH December 2016-March 2019

- Managed 30+ programs supporting children with disabilities within their homes and communities.
- Maintained adherence to state regulations including mental health advocacy, resource access, high quality staff training, and budget reconciliation.
- Supervised staff, assessing the appropriateness of clinical evaluation, diagnosis, interventions, and case management to the individual needs, and assisting staff to develop appropriate clinical skills
- Organized wraparound meetings involving families supports throughout the community.
- Assessed and developed individual care plans, taking into account consumers and families goals.

Respite Provider, Monadnock Developmental Services Keene, NH June 2015-September 2016

- Established a safe, inclusive, and nurturing environment in order to foster client's individual growth.
- Organized engaging and educational activities for clients based on their interests and goals including homework assistance, cooking education, volunteering, game challenges, art projects and outdoor activities.
- Developed coping mechanism plans to aid distressed clients and to provide more constructive outlets for emotions.

Direct Support Professional, Chesco Inc. Keene, NH February 2014-September 2017

- Provided care and support to 5 adult individuals specific to their varying needs and abilities.
- Managed and scheduled appointments and events for clients through collaboration with Doctors, Case Managers and DSPs.
- Developed meaningful community activities for individual's goals and interests such as volunteering at Monadnock Humane Society, career exploration, game challenges at Ashuelot Park and Keene Public Library, as well as participating at Wyman Tavern Festival.

Crisis Advisor, Samaritan's Keene, NH October 2011-March 2012

- Assisted individuals through times of crisis by providing emotional support.
- Directed those in a time of crisis to appropriate additional support resources.
- Upheld complete professionalism and confidentiality regarding individual's contact information and data.

Additional Qualifications

Person Centered Counseling August 2019

Critical Time Intervention Model Training July 2019

Motivational Interviewing June 2019

Trauma Informed Care April

2018

Parent Information Center - Around the Special Education World May 2017

NH Children's Trust - Resilient Communities: the Prevention Connection March

2017

Gentle Teaching Training February

2014

Officer, Union College Emergency Medical Services January 2010-June

2013

Student Intern, Ellis Hospital, Schenectady, NY January 2011-March

2011

Member, Pre-Health Society September 2009-June 2011

Heidi Gibb

EXPERIENCE

3/12 – Present

Pilot Health, LLC

Keene, NH

Administrative Assistant

- Develop and maintain client database, create Excel spreadsheets from database as needed
 - Maintain all client records according to HIPPA regulations
 - Assign clients to Case Managers as referred by the State of NH
 - Correspondence, including mail merge from database
 - Billing
 - Background check required
-

6/07 – 1/12

Fitz Vogt & Associates

Walpole, NH

Purchasing Manager

- Under the direction of VP Operations and Exec VP Purchasing, oversee the purchasing for food service management company with annual sales of over \$20 million
 - Audit purchasing and create various reports for VPs and President
 - Maintain rebate program
 - Coordinate annual vendor expo
 - Maintain purchasing contracts
 - Audit purchasing for Massachusetts DOC under State contract with Fitz Vogt
-

11/98 – 6/07

Finance Assistant

- Accounts Payable & Accounts Receivable
 - Fill in as Payroll processor and Receptionist as needed
 - Act as backup to Finance Manager
-

3/94 – 9/98

CFX Bank (now TD Bank)

Keene, NH

Human Resources Secretary

- Administrative Assistant duties for Senior VP and VP/Director of HR
 - Secretarial support for HR Department
 - Provide backup as needed to Employment Administrator and Benefits Coordinator
-

11/86 – 3/94

Cheshire Medical Center

Keene, NH

Personnel Assistant

- Report to the Manager of Recruitment & Employee Relations
 - Secretarial support, Workers Compensation, new employee setup in payroll system
 - Interview and hire for entry level positions and provide backup as needed
-

3/84 – 11/86

Brookstone Company HQ

Peterborough, NH

Inventory Control Distributor

- Ensure proper inventory levels for assigned retail stores
 - Used specialized software for inventory and sales tracking
-

Judy Hoffman
35 American Avenue
Keene, NH 03431
603-762-2081
jhoffman@ne.rr.com

- Education:** University of Southern Maine, Portland, Maine,
B.A. in Psychology. May, 1993, Summa Cum Laude.
President of Psi Chi, Psychology Honor Society.
Member of Psi Kappa Psi Honor Society.
Graduate course work at the University of Vermont and
Trinity College. On-going professional development.
- Experience:** **Options Counselor: Long Term Support Service** at Monadnock
Servicelink. March 2019 to present. Facilitate person centered
conversations about life choices and assist in helping client reach
goals and access the needed supports including Medicaid
programs, housing, social services, and government benefits.
Assisting with problem solving when hurdles arise. Medicare
Counseling including explaining benefits and assisting clients in enrollment.
- Tutor** at Wheelock Elementary School. January 2015 to March 2019.
1st grade support for students with a variety of educational and
emotional needs.
- Parent Outreach Program Coordinator** at Monadnock Family Services.
September 2009 to December 2012. Responsible for the Parent
Outreach Program's overall programming by planning, developing,
implementing, reporting, and evaluating the Parent Outreach
Program support groups, programs, and parent education workshops.
Recruited, hired, supervised staff, interns, volunteers, and per diem
staff.
- Parent Educator** at Monadnock Family Services. October, 2006 to
September, 2009. Implemented the Nurturing Parenting Program at
MFS. Facilitated support groups, taught parent education courses, and
workshops to clients in the Monadnock region including the following:
the Child Impact Seminar, Guiding Good Choices, the Adoptive Parent
Support Group, Off Our Rockers-Grandparent Support Group,
Discipline with Confidence, Circle Of Parents Support Group, Parenting
Journey, Self-Esteem Workshop, Communication Workshop, Sibling
Relationships Workshop, and Parent Coaching.
- Parent Educator** at The Family Center of Washington County, Montpelier,
Vermont. November 2002 to November 2005. Facilitated Baby Basics,
Toddlers and Twos, and Nurturing Parenting classes. Presented child
Development information to a wide variety of parents. Facilitated
Discussions and addressed challenges and concerns parents had

Regarding their children's development.

Community Organizer at the Central Vermont Early Childhood Council. November, 2001 to November, 2002. Actively coordinated services and supports to young children and their families working with the local mental health agency, Washington County Mental Health, the local Home Health and Hospice agency, the local resource center, The Family Center of Washington County, and Success by Six teams.

Staff Director at Turtle Island Children's Center. July, 1995 to July, 2001. Responsible for recruitment, hiring, training, and supervision of all staff. Directed all aspects of professional and curriculum development. Managed staff support including scheduling, problem solving, parent communication, and budgeting to provide a high-quality program to a wide variety of children and families.

Preschool teacher at Turtle Island Children's Center. October, 1993 to July, 1995. Implemented age-appropriate, child centered curriculum for 3-and 4-year-olds. Supported healthy and positive self-image and socialization.

Volunteer:

Dead Theologians Society Chapter Facilitator for Monadnock Society. Coordination and facilitation of Chapter meetings of DTS for students in grades 9 thru 12. Chapter meetings include social time/games, group presentations and discussions, and dinner.

Environmental Learning for the Future (ELF) in grades k thru 5 In Vermont and New Hampshire. September, 2003 to June, 2014. Coordination and training of ELF volunteers. Provided hands-on science curriculum to elementary school students.

Kayla Wainio

85 Water St., Marlborough, NH, 03455 • 508-317-8565 • wainiokayla@yahoo.com

EDUCATION

Bachelor's Degree in Behavioral Science (Psychology)

Mitchell College, 2017

The National Society of Leadership and Success (2015-2017)

WORK EXPERIENCE

ServiceLink, (Keene, NH)

Options Counselor; (January 2020 - Present)

- Providing one on one options counseling and assistance with accessing state and federal programs.
- Uses person centered practices and counseling skills to explore options, identify needs, and develop goals.
- Provides Medicare, Medicaid, and Long Term Care counseling to individuals and families.
- Assists individuals with application support and follow ups as needed.
- Provides information, referrals and assistance through telephone, walk-in or email intake as needed.
- Assists with NH Family Caregiver Support Program that helps assess the caregivers needs, provides respite, counseling, and information and referral.
- Counseling for long-term support to select persons in hospitals, rehab facilities, or nursing homes, or at home.

Southeast Community Partnership Program with Family Continuity, (Hyannis, MA)

Care Coordinator; (June 2018-December 2019)

- Connected identified members to community resources that support wellness, independence, and recovery.
- Assisted in the startup of BHCP, a new initiative from Masshealth for members with complex medical and behavioral health needs.
- Responsible for completing a comprehensive health assessment, developing person centered treatment plan, crisis plan, and acute care plans on members with complex co-occurring disorders.
- External collaboration with existing insurance providers, care team members (i.e. physicians, psychiatrists, behavioral health specialists), state agencies, and community providers. Internal collaboration with the registered nurses and clinical care manager.
- Supported members through inpatient admissions, care transitions, and discharge planning.

High Point Treatment Center, (Plymouth, MA)

CSS (Clinical Stabilization Services) Clinician; (December 2017-May 2018)

- Managed own rotating caseload of approximately 10 clients simultaneously along with their respective treatment plans including intake assessments, discharge planning, establishing aftercare services, and counseling sessions.
- Facilitated daily psychoeducational group to promote wellness and recovery.
- Helped patients with coping skills, mood stabilization, and relapse prevention skills.

High Point Treatment Center (Plymouth, MA)

ATS (Acute Treatment Services) Clinician; (July 2017-December 2017)

- Responsible for supervising caseload of clients during medical detox.
- Created discharge plans and aftercare appointments for relapse prevention.
- Handled insurance authorizations and ESM paperwork.
- Developed daily documentation notes and individualized treatment plans.
- Operated TEIR electronic health record system.

CERTIFICATIONS AND TRAINING:

- CPR certified by Red Cross (valid until 2021).
- Assistive Technology Training provided by DHHS (3/12/2020)

- Narcan administration training.
- Internal CPI, HIPPA, and hoarding (OCD characteristics) training.

VOLUNTEER:

- Nathan Hale Arts Magnet Elementary School: Observed one on one in the classroom. (Internship, 60 hours)
- Seven Hill Behavioral Health: Organized and presented stress management, meditation and women's groups. (Internship, 40 hours)
- Sound Community Services: Substance abuse group therapy sessions (Internship, 100 hours).

MARYANNE B. FERGUSON

PO Box 384, Marlborough, NH 03455 • mehsferguson@gmail.com; 603/499-3444

PROFILE

- Demonstrates strong senior leadership skills.
- Communicates person-centered approach.
- Experienced with fiscal management and budgets.
- Accomplished at public speaking and engaging stakeholders.
- Builds strong personal and community relations.
- Effective communicator, both oral and written.
- Skilled at successful program development.

WORK EXPERTISE

2016-Present - Executive Director, Monadnock Collaborative, ServiceLink, Pilot Health, Keene, NH

- Assumes all planning and day-to-day activities of a non-profit health and social services agency in two NH locations.
- Works with CFO to administer fiscal management and budget.
- Develops and strengthens community relations – serves on community committees and boards.
- Facilitates/coordinates meetings with health partners both locally and state-wide.
- Guides Board of Directors through strategic planning process to establish organizational goals and objectives.
- Directly and indirectly supervises a staff of 27.
- Serves on the Leadership Council for a Healthier Monadnock.
- Implements *LEAN* activities to improve quality of programs, health outcomes and client satisfaction rates.
- Maintains a healthy esprit de corps environment with staff through team building and leadership rounding.
- Oversees and remains current on all required law and compliance pertaining to human resources and clients.

2008 – 2016 – Community Health Manager, Cheshire Medical Center, Keene, NH

- Developed, launched and maintained a community-wide worksite wellness program for 60 local businesses.
- Responsible for the fiscal management and reporting of a large community grant.
- Partnering with Keene State College, designed and launched a regional healthy eating initiative for restaurants, nursing homes and food venues to address obesity.
- Developed and strengthened community relations – served on community committees and boards.
- Facilitated/coordinates meetings with health partners both locally and at the state level.
- Convened community events to collectively apply strategies to address community health indicators.
- Public and key note speaker at many well-attended health and wellness events and workshops locally and state-wide.
- Hired, trained and directly supervised staff and community volunteers.

2003 – 2007 – Adjunct Faculty, River Valley College, Keene, NH

- Developed Pathology coursework for undergraduate massage therapy certificate course.
- Designed a successful Mentorship program to support student learning, sustained by students, faculty and volunteers.

1995 - 2001 - Executive Director, The Keene Montessori School, Keene, NH

- Assumed all planning and day-to-day activities of a kindergarten, preschool and daycare school.
- Administered fiscal management and budget.
- Grew classroom programming by 300%.
- Increased annual revenue consecutive years.
- Hired, trained and managed staff of ten as well as many volunteers.
- Administered fund raising activities.
- Conducted soft sales presentation for all interested parties.
- Led board of directors through strategic planning process to establish goals and objectives.
- Acted as project manager to secure and design a new space and location for the school.

EDUCATION

Norwich University, *Masters of Public Administration – Nonprofit Management*
Keene State College, *Bachelor of Science – Health Science*
Southern New Hampshire University, *Associate of Science, Business Administration*

Northfield, VT
Keene, NH
Manchester, NH

SELECTED ACCOMPLISHMENTS

- Recipient of the 2016 New Hampshire Public Health Association (NHPHA) annual award.
- Member of the Keene Senior Center Sustainability Committee.
- 553 NH Waiver, Nursing Homes and Managed Care sub-committee
- IDN Region One Advisory Committee member and Finance Committee member.
- Chair for Re-Think Health Strategy Finance Study Group 2015-2016
- Authored an article in the New Hampshire Medical Association (NHMA) news booklet, November 2014.
- Recognized by the Center for Disease Control and Prevention (CDC) for community health efforts.
- Served on the Multi Agency Coordinated Entity (MACE) for emergency preparedness.

Jennifer L. Seher

376 Roxbury Street, Keene, NH 03431, 603-358-3923 (c)

SOCIAL SERVICE EXPERIENCE

Monadnock Collaborative, Keene, NH, May 2001 to present

Program Director, ServiceLink Resource Centers, Monadnock Region and Sullivan County, and The Community Network Team (2011 to present)

Program Director, Monadnock ServiceLink Resource Center & Community Network Team (2005 to 2011)

Coordinator, Community Network Team (2001 to 2004)

Responsible for program management, program planning and outreach, supervision of staff and volunteers, collaboration with other agencies, and reporting related to state contract with NH Bureau of Elderly and Adult Services. Work in conjunction with community partners to develop and contribute to collaborative projects. Working with ServiceLink Program partners in four western NH counties, developed and received a three year grant from Harry & Jeannette Weinberg Foundation for \$650,000 to augment family caregiver work in western NH.

Health Care and Rehabilitation Services, Springfield, VT, December 1996-April 2001

Therapeutic Case Manager (2000-2001)

Therapeutic Foster Care/Social Support Services (1996-2000)

Coordinated implementation of treatment plans for children and teens. Provided supportive counseling to foster and biological families. Coordinated with Vermont Department of Mental Health on developing and managing Medicaid waivers and individualized service budgets.

OTHER PROFESSIONAL EXPERIENCE

Worldwatch Institute, Washington, DC

Designer, World Watch Magazine, 1995 -1996

Freelance Writing, Layout and Design, Washington DC, 1993-1995

National Parks and Conservation Association (NPCA), Washington DC

Deputy Director of Grassroots Program, 1991-1993

Managed grassroots program for 300,000 member national non-profit organization. Oversaw the budgeting and administration of six regional offices and one chapter. Built a three tier activist program; increased membership 80 percent in one and one half years.

Project Manager, 1989-1992

Managed the development of a congressionally mandated national trail plan. Facilitated and mediated community planning meetings/focus groups in cities across the country. Co-wrote several Congressional reports; presented findings before Congress and at conferences.

American Trails, Washington, DC

Intern promoted to Program Assistant, 1988-1989

Center for Environmental Management, Medford, MA

Training Coordinator, 1987-1988

Thompson Island Education Center, Boston, MA

Youth Adventure-based Environmental Science Instructor, 1987-1988

EDUCATION

University of New Hampshire, MSW student, estimated completion date, December 2020

First Year Practicum – Monadnock Family Services

Second Year Practicum – Center on Aging and Community Living/Institute on Health Policy and Practice

Tufts University, Medford, MA 1988. BS in Geology with a concentration in environmental studies.

CERTIFICATIONS/TRAINING

- Alliance of Information and Referral Systems (AIRS), *CRS A/D certified*
- Centers for Medicare and Medicaid Services (CMS), *SHIP & SMP certified*
- Center on Aging and Community Living & NH BEAS, *Person Centered Options Counselor*
- CACTI, Critical Time Intervention (CTI), *CTI Coordinator, Supervisor, & Fidelity Reviewer*
- University of Denver, *Coleman Model Care Transitions Intervention Coach*
- Casey Family Services, *Children's Wrap Around Model Trained Facilitator*

HONORS

Citation from Governor of NH, John Lynch, December 28, 2005

(For dedication and work on behalf of NH citizens after floods in October 2005.)

VOLUNTEER ACTIVITIES

- Reframing Aging Facilitator (2020 ongoing)
- Alliance for Healthy Aging (AHA), Steering Committee (2018 – present)
- Tufts Momentum Fund NH Review Committee
- ServiceLink ADRC Association, Chair (2016-2018)
- VT Educational Surrogate (1999 to current)

39 South Street
Keene, NH 03431
603-357-7756

klauer@monadnockservicelink.org

KIM LAUER

OBJECTIVE	To be the Long Term Care Support Counselor/Options Counselor for Monadnock ServiceLink Resource Center
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SKILLS & ABILITIES	Experience in working with the elderly and disabled, families and care givers. Knowledge of federal, state and local assistance programs. Extensive network of contacts in agencies and with providers. Highly organized, detailed oriented, able to handle multiple responsibilities. Strong communication skills.
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EXPERIENCE	OPTIONS COUNSELOR, MONADNOCK SERVICELINK RESOURCE CENTER 2007 - Current Provide unbiased counseling about Medicare and Medicaid and information on other health insurance options and concerns. Counseled not only Medicare beneficiaries, but also worked with family members on behalf of the Medicare beneficiary, pharmacies, physicians and insurance companies. Problem solved co-ordination of benefit issues, Medicare appeals and fraud and abuse. INFORMATION AND REFERRAL SPECIALIST, MONADNOCK SERVICELINK RESOURCE CENTER 2006 - 2007 Provided links to information and resources, support systems, services available in the Monadnock region. Often as simple as providing a phone number and often as complex as researching options, determining eligibility, assisting with applications and collaborating with providers and family.
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EDUCATION	KEENE STATE COLLEGE – KEENE NEW HAMPSHIRE – BACHELOR OF ARTS, SOCIOLOGY
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LEADERSHIP	Chairperson – Community Advisory Council – Cheshire Medical Center/Dartmouth Hitchcock Clinic, Keene, NH.
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Resume

Richard J. Skeels
187 Westport Village Road
Swanzey, NH 03431
603-352-1910 (C)
603-313-7797 (C)

Experience

July, 2015 - Present

Finance Director (Contracted) – Monadnock Collaborative, Keene, NH

Provide financial management, budgeting work, audit preparation, Federal and State filings, and supervision of bookkeeping function.

May, 1996 – Dec., 2014

CFO – Home Healthcare, Hospice & Community Services, Keene, NH

Provided primary financial leadership for management, staff, and Board of Directors of a large non-profit organization in Southwestern New Hampshire. Provided audit coordination and responses, state contract compliance, Medicare reporting, accounts receivables management and budgeting work for managers and agency leadership. Supervised accounting, payroll, payables, state billing staff, accounts receivable staff, and Information System

Sept., 1983 – May, 1996

CFO – Healthcare and Rehabilitation Services of Southeastern Vermont, Bellows Falls, VT

Responsible for all financial management functions of a community mental health center. Budgeting, accounting, information systems, financial reporting, receivables management, and coordination with State contracting staff were primary activities.

1980 – 1983

Budget Analyst – Raytheon Company, Sudbury, Mass.

Responsible for monitoring and reporting activity related to various contracts within the computer section of the Equipment Development Lab. Also provided budget and other administrative support to the Marketing Department.

1977 – 1980 Contract Officer – Dept. of Mental Health, Central Mass. Region, Shrewsbury, Mass.

1975 – 1977 Alternative School Education Coordinator, Milford Assistance Program, Milford, Mass

Education:

MBA Boston College, 1983, BA Clark University, 1971

ROBERT CHARTIER

Public Health Professional

Cornish, NH 03745

rcharti123@gmail.com

802-379-8591

My name is Robert Chartier and thank you for taking the time to read my resume. I graduated from the University of Vermont with a focus on Biology and Ancient History. From there I worked and completed my Master's Degree from Southern New Hampshire University where I studied Public Health. My final capstone was about combating substance abuse in rural counties in New Hampshire. I focused on what services were present, what services were duplicated as well as what techniques we could better utilize to treat the population. My career goals and aspirations are to utilize my skills and education to better my community. Once again thank you for taking the time to view my summary and application.

Authorized to work in the US for any employer



WORK EXPERIENCE

Options Counselor: Long Term Care Supports and Services

ServiceLink - Claremont, NH

March 2019 to Present

My current role is to assist individuals by connecting them with local resources within the community. This includes helping them apply for state Medicaid, providing education on state programs such as food stamps and other Medicaid waiver programs. I also help people connect with local organizations to seek the help they may need. Examples of this would be connecting individuals with the local housing authority for housing assistance. Additionally, my main role is to utilize person centered options counseling to let the client guide what services they are looking for. Furthermore, I am SHIP certified and can discuss Medicare options with individuals. In addition to being SHIP certified I also have AIRS certification as well as SMP certification.

CERTIFIED PHARMACY TECHNICIAN

DARTMOUTH HITCHCOCK MEDICAL CENTER INPATIENT PHARMACY

2013 to March 2019

My role as a pharmacy technician in the inpatient setting consists of many tasks which include: compounding medications, technical support on medication dispensing machines, thorough knowledge and operation of the Dartmouth Hitchcock electronic medical records system, and working with nursing as well as other health care members to provide optimal patient care. Over the past four years I have been a part of several process improvement projects which included: technician satisfaction improvement, workflow improvement for artless units, and most recently working with technicians, nursing and pharmacists to provide education and feedback about implementing a system to prevent IV medications from being used past their expiration date. Furthermore, I am currently apart of our rapid process improvement team which helps to solve department and hospital problems within a short time frame.

LAB TECHNICIAN

UNIVERSITY OF VERMONT

2011 to 2013

During my duration as a lab technician, I was responsible for cleaning and maintaining the lab and keeping up with biohazardous waste removal. Also, I participated in several research projects as well as creating an individual research

project analyzing the effect of nicotine on the size of the "decision making" part of the mice brain. This study consisted of analyzing cross-sections of mice brains and determining if nicotine influenced the number of neural connections. Then I followed up the study with a statistical analysis to determine the strength and validity of my research data.



EDUCATION

Master's in Public Health

Southern New Hampshire University

2016 to May 2019

BACHELOR OF ARTS

University of Vermont



SKILLS

- DATA ANALYSIS (5 years)
- SCHEDULING (1 year)
- CUSTOMER SERVICE (6 years)
- TIME MANAGEMENT (8 years)
- OPERATIONS (5 years)
- Computer Hardware (4 years)
- Process Improvement (4 years)
- Project Development (4 years)
- Pharmacy Tech
- PTCB
- Mckesson
- Microsoft Word
- Microsoft Office
- Data Entry
- compounding
- inventory
- Typing
- Pharmacy
- Outlook
- Word
- Organizational Skills
- Case Management
- Microsoft Excel
- Customer Service Skills
- Documentation
- Filing
- Excel
- Data Entry (4 years)
- Microsoft Office (7 years)

- Excel (7 years)



AWARDS

Phillip R. Morin Jr Award

This is an award that is given out to the member of our service fraternity that has an extreme dedication to philanthropy and community service. I was the VP of philanthropy for our organization and was voted by the entire organization to be the first recipient of this award for my dedication to community advocacy and promotion of community service.



CERTIFICATIONS AND LICENSES

Certified Pharmacy Technician (CPhT)

I became Certified Pharmacy Technician in order to increase my scope of practice within the Inpatient Pharmacy at Dartmouth Hitchcock Medical Center.

SHIP Certified

April 2019 to Present

I am SHIP certified which allows me to counsel individuals on Medicare options. This includes counseling individuals on all parts of Medicare as well as looking at supplemental plans and enrollment periods.

Driver's License

AIRS Certification

September 2019 to Present

SMP Certification

August 2019



ADDITIONAL INFORMATION

SKILLS

- Well versed in Microsoft applications such as word, excel and PowerPoint
- Extensive training in phone operations/customer service which includes talking with patients, nursing and providers.
- Excellent time management skills due to job nature
- Training with proprietary software for automated dispensing machines

- Works well with others or individually
- Capable of completing projects or tasks with a group or individually
- Diverse background in many fields including project creation, project execution and data analysis
- Quick to learn new skills and great knowledge retention

- Flexible with scheduling and capable of working day, evening or overnight shifts
- Extensive experience with six sigma process improvement.
- Experience using DMAIC (define, measure, analyze, interpret and control) process to streamline department improvements.
- Yellow belt certification through Dartmouth Hitchcock Medical Center for DMAIC process.
- I am also educated on state Medicaid programs as well as the eligibility requirements for Medicaid.
- I have education with all parts of Medicare as well as enrollment periods.

Susan A. Bernstein

11 Main Street. Apt. B | Swanzey, NH 03446 | 603-439-0338 | sab65usa@yahoo.com

Objective

To obtain a position through which my education and work experiences can be utilized and challenged.

Education

- **CASTLETON STATE UNIVERSITY**
- Bachelor of Science | 1989
- Education

Experience

2018-Present

Options Counselor | Monadnock ServiceLink | Keene, NH

- Person Centered Options Counseling (PCOC Trained)
- Information and Referral (A.I.R.S. Certified)
- Medicare Counseling (SHIP Counselor Certified)

2012– 2017

Early Intervention Specialist | Monadnock Developmental Services| Keene, NH

- Provide individualized interventions for young children with developmental delays
- Conduct screenings and assessments
- Develop and Implement Care Plans(IFSP)
- Case Management and Service Coordination

2005-2012

Family Intervention Specialist/ Monadnock Family Services

- Case management ,Resource and Referral
- Develop treatment plans, maintain confidential files, collaborate with community agencies

TERRI NASH

Keene, NH

nshtr2013@gmail.com

603-852-4958

Authorized to work in the US for any employer



WORK EXPERIENCE

Care Coordinator

Monadnock Collaborative - Copilot Program - Keene, NH

March 2019 to Present

My work with clients closely follows a Critical Time Intervention Model. It is a time limited practice that mobilizes support for society's most vulnerable individuals during a time of transition. It facilitates community integration and continuity of care by ensuring that a person has enduring ties to their community and support systems during critical periods of transitions.

Special Education Teacher

Community House Mental Health Agency - Brattleboro, VT

August 2014 to October 2018

Provide an atmosphere of caring and belonging to all students. Incorporate engaging activities with enthusiasm. Collaborate with support staff to develop and maintain a positive classroom behavioral system. Maintain a structured and predictable classroom schedule. Develop and implement academic lessons based on individual student needs. Implement team building and sensory activities. Collaborate with support staff to plan fun and engaging field trips. Complete trimester report cards and IEP progress reports. Act as Community House case manager, maintaining positive communication with parents, district case managers, and support services staff.

Title I Reading Teacher

Chesterfield Elementary School - Chesterfield, NH

September 2013 to June 2014

Provide individual and group instruction of reading for students who meet state and federal guidelines. Collaborate with classroom teachers to develop lessons that will close gaps in student reading skills and support grade-level instruction. Support students within the general education classroom allowing them to successfully work with same age peers.

Special Education Case Manager

Monadnock Regional High School - Swanzey, NH

August 2009 to June 2013

Support students with individual educational needs within the general education classroom and resource room. Work directly with classroom teachers to implement IEP accommodations and modifications. Complete IEP paperwork and maintain student files. Facilitate IEP meetings. Create positive rapport with parents and all IEP team members. Co-teach with general education teachers as assigned.

Instructional Assistant, Special Education

Monadnock Regional High School - Swanzey, NH

August 2008 to June 2009

Under the direct guidance of the general education teacher, support students with individual educational plans. Supervise unstructured times such as lunch, open study halls, and outdoor activities.



EDUCATION

BS in Elementary Education, Minor in Psychology

Keene State College - Keene, NH
August 1988 to December 1993

AS in Chemical Dependency

Keene State College - Keene, NH
August 1987 to May 1990



SKILLS

- therapeutic horseback riding volunteer (1 year)
- catering assistant (Less than 1 year)
- commercial cleaning assistant (2 years)
- pre-school/daycare (1 year)
- direct care counselor (1 year)
- certified nursing assistant (3 years)
- cpr
- teaching (10+ years)



CERTIFICATIONS AND LICENSES

Elementary Education Grades K-6

October 2017 to June 2020

Monadnock Collaborative

Key Personnel Monadnock and Sullivan ServiceLink and SHIP Trainer

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Monad. Collab. Management Staff pd via 11% admin fee				
Maryanne Ferguson	Executive Director	\$65,000.00	15%	\$9,750.00
Richard Skeels	Chief Finance Officer (hrly)		15%	\$8,000.00
Shanda Donovan	Billing Specialist			
Heidi Gibb	Administrative Assistant	\$33,150.00	30%	\$9,945.00
Jennifer Seher	Program Director	\$52,513.50	60%	\$31,508.10
Elyse Adams	ServiceLink Site Supervisor & Participant Directed Services Coordinator	\$37,050.00	60%	\$22,230.00
Audrey Roman	Medicare Coordinator & Statewide Medicare Training Coordinator	\$35,100.00	100%	\$35,100.00
Susan Bernstein	Options Counselor	\$33,150.00	100%	\$33,150.00
Kim Lauer	Options Counselor	\$37,050.00	100%	\$37,050.00
Rob Chartier	Options Counselor	\$40,950.00	80%	\$32,760.00
Rebecca Rostron	Options Counselor	\$35,100.00	90%	\$31,590.00
Kayla Waino	Options Counselor	\$33,150.00	100%	\$33,150.00
Judy Hoffman	Options Counselor	\$35,100.00	100%	\$35,100.00
Bev Packard	Trainer (hourly)			\$8,000.00
Garry Card	Care Transitions OC	\$35,100.00	25%	\$8,775.00
Terri Nash	Care Transitions OC	\$35,100.00	25%	\$8,775.00
				\$329,083.10

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERV1-07

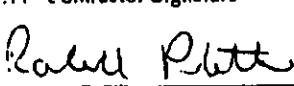

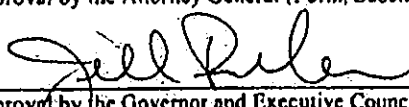
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange St. Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$376,373.60
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: 4-27-20		1.12 Name and Title of Contractor Signatory Randall Platte, Chief Financial officer	
1.13 State Agency Signature  Date: 5-1-2020		1.14 Name and Title of State Agency Signatory Christie Tapon 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: 8/8/2020			
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

RFA-2021-DLTSS-08-SERVI-07

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928



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 upon Governor & Executive Council approval or July 1, 2020, whichever is later ("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) 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.

[Handwritten Signature]

4.27.20



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Coos County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.



EXHIBIT B

1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:

- 1.6.1. Meet the needs of individuals.
- 1.6.2. Are sustained throughout the geographic area.
- 1.6.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

- 2.1.1.1.1. Operate as an independent program.
- 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
- 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
- 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

- 2.1.1.2.1. Is an easily accessible area and location.
- 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
- 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
- 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
- 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.



EXHIBIT B

- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.



EXHIBIT B

- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.



EXHIBIT B

2.1.2. Outreach and Education Services

2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.

2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.

2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:

2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.

2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.

2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.

2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:

2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.

2.2.1.1.2. All services and resources available to the population of the geographic region.

2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.

2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.

2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).



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- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.



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- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition;
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and



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community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:



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- 2.3.1.3.1. NH Family Caregiver Program
- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.



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- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for ill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
 - 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.



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- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
 - 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.4.3.2.9. Purchasing media in the local area.



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- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
 - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
 - 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
 - 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
 - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
 - 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.



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- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.
- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

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3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

- 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.
- 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.

3.2. Consumer Eligibility & Enrollment Services

- 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:



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- 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:



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- 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
- 3.3.3.8.2. Number of sessions per caregiver,
- 3.3.3.8.3. Number of caregivers referred to agencies.
- 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS



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<p>3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS</p>
<p>3.3.4.3. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.</p>	<p>SHIP/STARS Beneficiary Forms embedded in Refer 7</p>
<p>3.3.4.4. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms embedded in Refer 7</p>
<p>3.3.4.5. Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms embedded in Refer 7</p>

3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

- 3.3.5.1. Quarterly SHIP progress reports.
- 3.3.5.2. Monthly outreach reports.

3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
<p>3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month.</p>



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	by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2	Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3	Effectively advertise, promote; and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings; as required by ACL for quarterly Progress Reports to the Department.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager** – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. **Information and Referral Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).



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- 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
 - 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
 - 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
 - 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than .5 full-time equivalent (FTE).
 - 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than .25 FTE.
- 4.5. Criminal Background Check and BEAS State Registry Checks



EXHIBIT B

- 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
- 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Additional Terms

5.1. Credits and Copyright Ownership

- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.1.3.1. Brochures.
 - 5.1.3.2. Resource directories.
 - 5.1.3.3. Protocols or guidelines.
 - 5.1.3.4. Posters.
 - 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.



EXHIBIT B

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 must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 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.
- 6.2. 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.

7. Exhibits Incorporated

- 7.1. 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.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the:
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds.
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds.
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds.
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds.
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds.
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Contractor's negotiated Indirect Cost Rate of 12% applies in accordance with CFR §200.441.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.



EXHIBIT C

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
105 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 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 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and 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:



EXHIBIT C

- 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.
- 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. 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 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: TCCAP ServiceLink of Coos County

Budget Request for: RFA-2021-DLTSS-08-SERVI
(Name of RFP)

Budget Period: FY21

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,000.00	\$ 14,750.00	\$ 132,750.00	\$ -	\$ -	\$ -	\$ 118,000.00	\$ 14,750.00	\$ 132,750.00
2. Employee Benefits	\$ 34,220.00	\$ 4,277.50	\$ 38,497.50	\$ -	\$ -	\$ -	\$ 34,220.00	\$ 4,277.50	\$ 38,497.50
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 650.00	\$ 81.25	\$ 731.25	\$ -	\$ -	\$ -	\$ 650.00	\$ 81.25	\$ 731.25
6. Travel	\$ 2,800.00	\$ 350.00	\$ 3,150.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ 350.00	\$ 3,150.00
7. Occupancy	\$ 5,914.30	\$ -	\$ 5,914.30	\$ -	\$ -	\$ -	\$ 5,914.30	\$ -	\$ 5,914.30
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,818.82	\$ 206.18	\$ 2,025.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 225.00	\$ 2,025.00
Postage	\$ 250.00	\$ 31.25	\$ 281.25	\$ -	\$ -	\$ -	\$ 250.00	\$ 31.25	\$ 281.25
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 350.00	\$ 43.75	\$ 393.75	\$ -	\$ -	\$ -	\$ 350.00	\$ 43.75	\$ 393.75
10. Marketing/Communications	\$ 150.00	\$ 18.75	\$ 168.75	\$ -	\$ -	\$ -	\$ 150.00	\$ 18.75	\$ 168.75
11. Staff Education and Training	\$ 2,000.00	\$ 250.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 250.00	\$ 2,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details in addendum)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 1,600.00	\$ 225.00	\$ 2,025.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ 225.00	\$ 2,025.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 187,853.12	\$ 20,233.68	\$ 208,086.80	\$ -	\$ -	\$ -	\$ 167,834.30	\$ 20,252.50	\$ 188,086.80

Indirect As A Percent of Direct

12.0%

Contractor Initials: *RCP*
 Date: 4-27-20

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: Tri County Community Action Program

Budget Request for: RFA-2021-DLTSS-08-SERVI
(Name of RFP)

Budget Period: FY22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,000.00	\$ 14,750.00	\$ 132,750.00	\$ -	\$ -	\$ -	\$ 118,000.00	\$ 14,750.00	\$ 132,750.00
2. Employee Benefits	\$ 34,220.00	\$ 4,277.50	\$ 38,497.50	\$ -	\$ -	\$ -	\$ 34,220.00	\$ 4,277.50	\$ 38,497.50
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 890.00	\$ 81.25	\$ 971.25	\$ -	\$ -	\$ -	\$ 650.00	\$ 81.25	\$ 731.25
6. Travel	\$ 2,800.00	\$ 350.00	\$ 3,150.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ 350.00	\$ 3,150.00
7. Occupancy	\$ 5,914.30	\$ -	\$ 5,914.30	\$ -	\$ -	\$ -	\$ 5,914.30	\$ -	\$ 5,914.30
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,818.82	\$ 208.18	\$ 2,027.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 225.00	\$ 2,025.00
Postage	\$ 250.00	\$ 31.25	\$ 281.25	\$ -	\$ -	\$ -	\$ 250.00	\$ 31.25	\$ 281.25
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 350.00	\$ 43.75	\$ 393.75	\$ -	\$ -	\$ -	\$ 350.00	\$ 43.75	\$ 393.75
10. Marketing/Communications	\$ 150.00	\$ 18.75	\$ 168.75	\$ -	\$ -	\$ -	\$ 150.00	\$ 18.75	\$ 168.75
11. Staff Education and Training	\$ 2,000.00	\$ 250.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 250.00	\$ 2,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 1,800.00	\$ 225.00	\$ 2,025.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 225.00	\$ 2,025.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 167,953.12	\$ 20,233.68	\$ 188,186.80	\$ -	\$ -	\$ -	\$ 167,934.30	\$ 20,252.50	\$ 188,186.80

Indirect As A Percent of Direct 12.0%

Contractor Initials: *RCP*
 Date: 4-27-20



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

RSP

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: Tri-County Community Action Program, Inc.

4.27.20
Date

Randall S. Pilotte
Name: Randall Pilotte
Title: Chief Financial Officer



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: Tn-County Community Action Program, INC.

4.27.20
Date

Randall Pilotte
Name: Randall Pilotte
Title: Chief Financial Officer



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

4.27.20
Date

Randall P. Lotte
Name: Randall P. Lotte
Title: CEO



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

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

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

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

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

Exhibit G

Vendor Initials

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: Tri-County Community Action Program, INC

4.27.20
Date

Randall S. Pihlke
Name: Randall Pihlke
Title: CFO

Exhibit G

Vendor Initials RP

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: *Tri-County Community Action Program, Inc.*

4.27.20
Date

Randall Pilote
Name: *Randall Pilote*
Title: *CEO*



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.



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



Exhibit I

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

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

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

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

- e. Severability. 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

Christine Taper
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5-1-2020
Date

Ten-County Community Action Program, INC.
Name of the Contractor

Randall Pilotte
Signature of Authorized Representative

Randall P. lotte
Name of Authorized Representative

Chief Financial Officer
Title of Authorized Representative

4.27.20
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: Tri-County Community Action Program, INC.

4.27.20
Date

Randall Pilotte
Name: Randall Pilotte
Title: CFO



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: 073975708
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

[Handwritten initials]

4.27.20

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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.).

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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/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

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4-27-20



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

Bob

4-27-20

State of New Hampshire

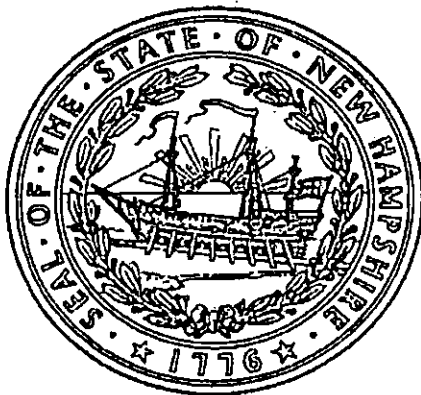
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. 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: 63020

Certificate Number: 0004876884



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Sandy Alonzo, 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 Tri-County Community Action Program, 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 6/25, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeanne Robillard and Randall Pilotte (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, 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: 4-27-2020

Sandy Alonzo
Signature of Elected Officer
Name: Sandy Alonzo
Title: Board Chair

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

17FY19 Board Resolution: Resolution of the Corporation

Authority to Sign

The Board of Directors of Tri County Community Action Program, Inc. (the "Corporation") takes the following action.

Resolved,

That the Tri-County Community Action Program, Inc. Chief Executive Officer (CEO) Jeanne L. Robillard, Chief Financial Officer (CFO) Randall S. Pilotte, and Chief Operating Officer (COO) Regan L. Pride are hereby authorized on behalf of this Corporation to enter into contracts with the Federal Government, State of New Hampshire, and any other parties as deemed necessary and to execute any and all documents, agreements and other instruments and amendments, revisions or modifications thereto, as may be deemed necessary, desirable or appropriate for the corporation; this authorization being enforced and effective until June 30th, 2020.

Attest, the resolution adopted therein was duly authorized by the Board of Directors on June 25th, 2019

By: Sandy Alonzo
Name: Sandy Alonzo
Title: Board Chair

By: Cathy Conway
Name: Cathy Conway
Title: Board Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2020

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Exl): (603) 689-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:	


COVERAGES CERTIFICATE NUMBER: 19-20 All Lines, 20-21 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2003516	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2003523	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB683002	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	HCHS20200000241 (3a.) NH	02/01/2020	02/01/2021	<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
A	Professional Liability			PHPK2003516	07/01/2019	07/01/2020	Each Occurrence \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MISSION STATEMENT

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.
...Helping people, changing lives.

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AND AFFILIATE

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORTS**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

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To the Board of Directors of
Tri-County Community Action Program, Inc. and Affiliate
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, the related consolidated statements of cash flows and functional expenses for the years then ended, the related consolidated statement of activities for the year ended June 30, 2019 and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2019 and 2018, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2018 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 19, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 21, 2019, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leon McDonnell & Roberts
Professional Association

October 21, 2019
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,400,750	\$ 1,329,038
Restricted cash	583,963	380,902
Accounts receivable	1,274,083	1,156,657
Property held for sale	47,000	-
Pledges receivable	231,161	212,207
Inventories	85,886	87,569
Prepaid expenses	<u>34,037</u>	<u>25,640</u>
Total current assets	<u>3,656,880</u>	<u>3,192,013</u>
PROPERTY		
Property and equipment	12,086,152	12,812,689
Less accumulated depreciation	<u>(5,178,535)</u>	<u>(5,203,324)</u>
Property, net	<u>6,907,617</u>	<u>7,609,365</u>
OTHER ASSETS		
Restricted cash	<u>418,936</u>	<u>325,863</u>
TOTAL ASSETS	<u>\$ 10,983,433</u>	<u>\$ 11,127,241</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ -	\$ 516,022
Current portion of long term debt	148,449	142,733
Current portion of capital lease obligations	4,870	4,445
Accounts payable	221,571	237,276
Accrued compensated absences	204,079	203,121
Accrued salaries	210,952	187,508
Accrued expenses	89,524	131,888
Refundable advances	197,157	191,069
Other liabilities	<u>598,195</u>	<u>387,168</u>
Total current liabilities	<u>1,674,797</u>	<u>2,001,230</u>
LONG TERM DEBT		
Long term debt, net of current portion	5,227,835	5,373,937
Capital lease obligations, net of current portion	<u>3,355</u>	<u>8,226</u>
Total liabilities	<u>6,905,987</u>	<u>7,383,393</u>
NET ASSETS		
Without donor restrictions	3,399,192	2,926,057
With donor restrictions	<u>678,254</u>	<u>817,791</u>
Total net assets	<u>4,077,446</u>	<u>3,743,848</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 10,983,433</u>	<u>\$ 11,127,241</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>	<u>2018 Total</u>
REVENUES AND OTHER SUPPORT				
Grant and contracts	\$ 14,074,008	\$ 401,106	\$ 14,475,114	\$ 14,309,086
Program funding	1,167,509	-	1,167,509	1,259,037
Utility programs	1,287,103	-	1,287,103	1,079,361
In-kind contributions	477,167	-	477,167	351,187
Contributions	230,986	-	230,986	395,225
Fundraising	39,303	-	39,303	59,536
Rental income	625,046	-	625,046	679,112
Interest income	643	-	643	348
(Loss) gain on disposal of property	(32,892)	-	(32,892)	48,487
Loss on write down of property held for sale	(255,492)	-	(255,492)	-
Other revenue	196,364	-	196,364	81,938
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	17,809,745	401,106	18,210,851	18,263,317
NET ASSETS RELEASED FROM RESTRICTIONS	<hr/>	<hr/>	<hr/>	<hr/>
	540,643	(540,643)	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	18,350,388	(139,537)	18,210,851	18,263,317
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	950,639	-	950,639	922,701
Head Start	2,451,296	-	2,451,296	2,481,916
Guardianship	767,241	-	767,241	760,009
Transportation	916,089	-	916,089	879,729
Volunteer	118,408	-	118,408	122,941
Workforce Development	354,263	-	354,263	394,252
Alcohol and Other Drugs	-	-	-	444,581
Carroll County Dental	747,474	-	747,474	642,637
Support Center	391,650	-	391,650	276,172
Homeless	714,066	-	714,066	577,783
Energy and Community Development	7,788,560	-	7,788,560	7,480,943
Elder	1,462,613	-	1,462,613	1,142,818
Housing Services	172,852	-	172,852	176,511
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	16,835,151	-	16,835,151	16,302,993
Supporting Activities:				
General and administrative	1,032,207	-	1,032,207	1,102,448
Fundraising	9,895	-	9,895	8,023
	<hr/>	<hr/>	<hr/>	<hr/>
Total supporting activities	1,042,102	-	1,042,102	1,110,471
	<hr/>	<hr/>	<hr/>	<hr/>
Total functional expenses	17,877,253	-	17,877,253	17,413,464
CHANGE IN NET ASSETS	473,135	(139,537)	333,598	849,853
NET ASSETS, BEGINNING OF YEAR	<hr/>	<hr/>	<hr/>	<hr/>
	2,926,057	817,791	3,743,848	2,893,995
NET ASSETS, END OF YEAR	<hr/>	<hr/>	<hr/>	<hr/>
	\$ 3,399,192	\$ 678,254	\$ 4,077,446	\$ 3,743,848

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 333,598	\$ 849,853
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	447,669	463,483
Loss (gain) on disposal of property	32,892	(48,487)
Loss on write down of property held for sale	255,492	-
(Increase) decrease in assets:		
Accounts receivable	(117,426)	170,337
Pledges receivable	(18,954)	(6,403)
Inventories	1,883	(21,928)
Prepaid expenses	(8,397)	19,705
Restricted cash	(296,134)	235,922
Increase (decrease) in liabilities:		
Accounts payable	(15,705)	(281,171)
Accrued compensated absences	958	(39,424)
Accrued salaries	23,444	(9,374)
Accrued expenses	(42,364)	24,261
Refundable advances	6,088	(6,479)
Other liabilities	211,027	(258,143)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>813,871</u>	<u>1,092,152</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	14,283	278,972
Purchases of property and equipment	<u>(95,588)</u>	<u>(141,335)</u>
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	<u>(81,305)</u>	<u>137,637</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayment on demand note payable	(516,022)	(90,412)
Repayment of long-term debt	(140,386)	(311,983)
Repayment of capital lease obligations	<u>(4,446)</u>	<u>(4,056)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(660,854)</u>	<u>(406,451)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	71,712	823,338
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>1,329,038</u>	<u>505,700</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,400,750</u>	<u>\$ 1,329,038</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	<u>\$ 152,078</u>	<u>\$ 182,514</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Property donated	<u>\$ -</u>	<u>\$ 18,830</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Carroll County Dental	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total	
Direct Expenses																	
Payroll	\$ 199,241	\$ 1,386,722	\$ 503,554	\$ 450,227	\$ 57,926	\$ 206,956	\$ 377,023	\$ 205,185	\$ 368,232	\$ 1,197,800	\$ 493,673	\$ 13,866	\$ 5,482,305	\$ 596,457	\$ -	\$ 6,058,762	
Payroll taxes and benefits	49,259	395,213	132,952	92,256	18,426	57,969	88,778	39,904	81,040	339,197	120,236	-	1,413,250	163,274	-	1,576,524	
Assistance to clients	22,359	-	-	-	-	710	-	13,831	154,660	5,994,764	-	-	5,786,314	-	-	5,786,314	
Consumable supplies	3,406	165,063	8,922	4,547	1,630	1,670	44,374	4,665	9,576	288,487	310,785	2,978	848,305	11,436	-	857,741	
Space costs and rentals	7,828	174,501	38,959	14,656	4,558	62,634	1,433	2,538	26,717	134,282	55,715	-	523,719	68,565	-	592,284	
Depreciation expense	169,853	69,684	-	67,574	-	-	42,753	10,827	2,113	24,977	2,899	67,386	447,669	3,157	-	450,826	
In-kind expended	-	13,577	-	53,628	27,450	-	-	49,474	16,435	-	316,603	-	477,167	-	-	477,167	
Consultants and contractors	20,400	32,828	2,312	524	-	-	129,464	-	-	1,112	35,678	-	222,318	16,029	-	238,347	
Utilities	168,297	25,312	17,501	18,843	1,267	6,252	10,138	25,906	21,691	32,877	24,372	26,181	378,636	5,708	-	384,344	
Travel and meetings	11,024	63,708	32,365	84,521	1,146	15,024	1,927	11,188	16,214	10,356	29,492	642	297,607	20,789	-	318,396	
Other direct program costs	2,535	24,813	500	16,064	4,792	25	1,564	2,557	2,103	22,926	55,591	24,224	157,696	9,225	9,895	176,616	
Fiscal and administrative	16,617	3,031	24,828	1,757	1,217	210	6,459	2,167	2,119	27,972	5,439	8,731	103,147	94,740	-	197,887	
Building and grounds maintenance	93,968	37,801	151	2,668	-	100	2,637	12,636	6,508	410	2,853	19,594	178,346	30	-	178,376	
Interest expense	117,585	345	-	175	-	-	29,821	-	22	3,607	52	-	152,965	953	-	153,918	
Vehicle expense	2,747	-	-	105,360	-	-	-	10	40	91,806	-	-	199,965	-	-	199,965	
Insurance	56,671	8,807	573	2,604	934	-	2,426	3,340	3,977	5,788	-	3,916	89,016	30,772	-	119,788	
Maintenance of equipment and rental	562	39,891	3,266	785	1,054	493	5,524	7,623	551	11,365	7,454	5,331	83,809	12,647	-	96,556	
Flood fees	8,265	-	-	-	-	-	1,153	-	2,068	600	1,471	-	13,617	422	-	14,239	
Total Direct Expenses	950,639	2,451,296	767,241	916,089	118,406	364,263	747,474	391,650	714,066	7,788,500	1,462,613	172,852	16,836,151	1,032,207	9,895	17,877,253	
Indirect Expenses																	
Indirect costs	95,348	241,157	77,672	83,262	9,286	32,346	73,753	33,961	55,664	214,251	114,307	-	1,032,207	(1,032,207)	-	-	
Total Direct & Indirect expenses	\$ 1,046,987	\$ 2,692,453	\$ 844,913	\$ 999,351	\$ 127,694	\$ -386,609	\$ 821,227	\$ 425,611	\$ 769,730	\$ 8,002,611	\$ 1,576,920	\$ 172,852	\$ 17,867,358	\$ -	\$ 9,895	\$ 17,877,253	

See Notes to Consolidated Financial Statements

IRECOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

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

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Dental	Support Center	Homeless	Energy & Development	Elder	Housing Services	Total	General & Administrative	Eliminations	Total
Direct Expenses																	
Payroll	\$ 89,755	\$ 1,250,882	\$ 511,480	\$ 443,603	\$ 68,707	\$ 217,853	\$ 224,378	\$ 330,476	\$ 181,956	\$ 307,376	\$ 1,123,354	\$ 482,842	\$ 11,487	\$ 5,214,049	\$ 870,592	\$ -	\$ 5,884,841
Payroll taxes and benefits	23,319	338,051	128,443	90,079	17,100	52,347	41,910	62,705	41,809	65,298	296,144	102,104	-	1,280,319	164,414	-	1,424,733
Assistance to clients	74,171	-	-	-	-	9,018	-	-	5,448	67,262	5,380,649	-	-	5,538,546	-	-	5,538,546
Consumable supplies	1,723	240,844	9,954	11,274	590	4,157	19,410	40,917	5,358	8,344	314,452	290,137	2,882	949,850	11,219	-	961,069
Space costs and rentals	21,013	164,435	36,255	14,556	3,884	80,102	5,630	5,325	4,742	28,411	152,185	54,004	-	578,542	72,365	-	650,927
Depreciation expense	324,623	1,658	-	12,871	-	-	5,387	36,747	9,665	1,008	3,742	393	67,389	463,483	-	-	463,483
In-kind expended	12,500	208,055	-	32,001	22,014	-	-	-	6,018	22,360	-	-	50,240	351,188	-	-	351,188
Consultants and contractors	15,615	28,950	3,258	7,531	-	-	101,287	53,254	-	10,000	17,300	78,637	-	315,842	15,862	-	331,504
URR fee	135,551	32,598	17,416	15,952	1,140	5,485	3,043	10,658	18,783	18,324	24,798	21,649	21,282	326,659	3,589	-	330,248
Travel and meetings	1,093	50,226	27,257	109,553	4,314	13,628	4,479	2,046	6,181	19,007	13,234	26,854	915	278,787	9,470	-	288,257
Other direct program costs	44,933	9,716	11,419	6,742	4,070	745	31,286	7,421	1,583	1,519	37,943	14,108	21,364	192,849	28,234	8,023	228,106
Fiscal and administrative	243	28,305	7,752	1,555	155	210	756	6,595	1,238	5,509	25,869	16,334	30	94,549	106,359	-	200,908
Building and grounds maintenance	62,622	62,506	1,945	1,940	-	15	587	6,882	9,380	86	10,328	35,650	198,381	180	-	-	198,561
Interest expense	127,777	305	946	1,060	3	-	2,038	39,349	172	144	11,478	128	-	183,401	1,241	-	184,642
Vehicle expense	4,282	98	-	107,885	-	-	19	-	95	639	51,943	-	-	164,981	-	-	164,981
Insurance	65,854	14,058	654	21,511	934	-	4,390	2,556	3,809	4,537	20,480	-	15,752	154,315	5,085	-	159,400
Maintenance of equipment and rental	-	52,124	3,200	1,616	30	468	-	36,285	3,059	10,685	6,325	13,541	-	127,333	14,018	-	141,351
Fixed fees	-	95	-	-	-	124	-	1,421	-	-	951	1,721	-	4,312	-	-	4,312
Total Direct Expenses	1,015,074	2,481,816	780,009	878,729	122,941	394,252	444,581	642,637	278,172	577,783	7,480,943	1,142,818	178,511	16,395,366	1,102,448	8,023	17,505,837
Indirect Expenses																	
Indirect costs	88,850	248,090	84,249	97,095	11,921	35,934	49,468	65,364	30,021	54,051	222,084	117,223	-	1,102,448	(1,102,448)	-	-
Capitalized Expenses																	
Less capitalization of assets	(82,373)	-	-	-	-	-	-	-	-	-	-	-	-	(82,373)	-	-	(82,373)
Total Direct & Indirect expenses	\$ 1,009,651	\$ 2,730,006	\$ 844,258	\$ 978,824	\$ 134,862	\$ 430,186	\$ 494,047	\$ 708,001	\$ 308,193	\$ 631,834	\$ 7,703,027	\$ 1,260,041	\$ 178,511	\$ 17,405,441	\$ -	\$ 8,023	\$ 17,413,464

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community-based housing for the elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri County Community Action Head Start serves 217 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves 414 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 394 volunteers, ages 55 and older, of which 287 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 46,764 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy families (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program included assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provided chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offered assistance with its impaired driver programs.

Effective October 1, 2017, the Organization is no longer responsible for the Alcohol & Other Drugs (AOD) program. The grants for the program were transferred to North Country Health Consortium (NCHC), as they took over the program. The Friendship House was sold to Affordable Housing Education and Development (AHEAD).

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

Elder

The Organization's elder program provides senior meals in 15 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

The Organization includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

The Organization has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any 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 board of directors.

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

The Organization has net assets with donor restrictions of \$678,254 and \$817,791 at June 30, 2019 and 2018, respectively. See **Note 13**

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), 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.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental program. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$197,157 and \$191,069 as of June 30, 2019 and 2018, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed. The Organization is no longer subject to examinations by tax authorities for years prior to 2015.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Due to changes in the tax law in the 2017 Tax Cuts and Jobs Act, the Organization is subject to file an Unrelated Business Income Tax Return for unallowed expenses for the year ended June 30, 2019. These expenses fall under the qualified taxable fringe benefits. The total tax due for the year ended June 30, 2019 is approximately \$8,900.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2019 and 2018, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

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

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

As of June 30, 2019 and 2018, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of \$231,161 and \$212,207, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

Use of estimates

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

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

Functional allocation of expenses

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

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2018, received provisional approval and is effective, until amended, at a rate of 12.50%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2018 was 11.45%. The actual rate for the year ended June 30, 2019 was approximately 10.44%, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2019 and 2018 was \$11,698 and \$18,616, respectively.

Debt Issuance Costs

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "Simplifying the Presentation of Debt Issuance Costs." The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of \$887 has been included with interest expense in the consolidated statements of functional expenses for both 2019 and 2018.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year-end:		
Cash and cash equivalents, undesignated	\$ 1,400,750	\$ 1,329,038
Accounts receivable	1,274,083	1,156,657
Pledges receivable	<u>231,161</u>	<u>212,207</u>
Total financial assets	<u>2,905,994</u>	<u>2,697,902</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	678,254	817,791
Less net assets with time restrictions to be met in less than a year	<u>(348,631)</u>	<u>(540,643)</u>
Amounts not available within one year	<u>329,623</u>	<u>277,148</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 2,576,371</u>	<u>\$ 2,420,754</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$2,786,000 and \$2,729,000 respectively, at June 30, 2019 and 2018.

NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2019 and 2018, the balances in interest and non-interest-bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2019 and 2018, there was approximately \$1,750,000 and \$1,200,000, of deposits held in excess of the FDIC limit, respectively. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7**. It is required to maintain a balance of \$19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2019 and 2018 was \$20,010 and \$19,980, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2019 and 2018. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in Note 7). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2019 and 2018 was \$176,298 and \$176,570, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2019 and 2018 was \$582,116 and \$378,605, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2019 and 2018 was \$582,116 and \$378,605, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

At June 30, 2019, the Organization had \$45,198 in restricted cash relating to the property that is held for sale at year end. Upon the sale of the property, it will be donated to another non-profit Organization.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2019 and 2018 was \$179,277 and \$131,610, respectively. See Note 15.

NOTE 4. INVENTORY

In 2019 and 2018, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2019 and 2018, consists of weatherization materials totaling \$85,886 and \$87,569, respectively.

During the year ended June 30, 2018, the Organization adopted the provisions of the FASB Accounting Standard Update (ASU) 2015-11, *Inventory, (Topic 330): Simplifying the Measurement of Inventory*, which simplifies the subsequent measurement of inventory by requiring inventory to be measured at the lower of cost or net realizable value. Net realizable value is the estimated selling price of inventory in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. The Organization has evaluated ASU 2015-11 and has determined that there is no material impact to the financial statements.

NOTE 5. ACCRUED EARNED TIME

For the years ending June 30, 2019 and 2018, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2019 and 2018, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$204,079 and \$203,121, respectively.

NOTE 6. PROPERTY

Property consists of the following at June 30, 2019:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 9,709,749	\$ 3,469,618	\$ 6,240,131
Equipment	1,950,063	1,708,917	241,146
Construction in progress	2,500	-	2,500
Land	<u>423,840</u>	<u>-</u>	<u>423,840</u>
	<u>\$12,086,152</u>	<u>\$ 5,178,535</u>	<u>\$ 6,907,617</u>

Property consists of the following at June 30, 2018:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,003,944	\$ 3,448,411	\$ 6,555,533
Equipment	2,384,905	1,754,913	629,992
Land	<u>423,840</u>	<u>-</u>	<u>423,840</u>
	<u>\$12,812,689</u>	<u>\$ 5,203,324</u>	<u>\$ 7,609,365</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2019 and 2018 totaled \$447,669 and \$463,483, respectively.

The Organization has property held for sale at June 30, 2019 amounting to \$47,000, which is classified as a current asset in the accompanying consolidated statements of financial position. The total loss on the write down to market value of this property was \$255,492.

NOTE 7. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2019 and 2018 consisted of the following:

	<u>2019</u>	<u>2018</u>
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	\$ 124,867	\$ 138,225
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 4.69% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	328,896	349,131
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016. Final installment due April 2021.	9,618	14,500
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	7,642	10,874
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	7,385	10,637
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	2,331	3,863

Note payable to a financing company requiring 72 monthly installments of \$248, including interest at 6.10% per annum. Secured by the Organization's vehicle. Final installment due February 2023.	9,739	12,041
Note payable with a bank requiring 60 monthly installments of \$2,512, including interest at 5.51% per annum. Secured by second mortgage on commercial property. Final balloon payment is due in March 2023.	395,429	403,244
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,634,595	2,719,260
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years, final payment due in August 2047.	<u>250,000</u>	<u>250,000</u>
Total long term debt before unamortized debt issuance costs	5,388,102	5,529,375
Unamortized deferred financing costs	<u>(11,818)</u>	<u>(12,705)</u>
Total long term debt	5,376,284	5,516,670
Less current portion due within one year	<u>(148,449)</u>	<u>(142,733)</u>
	<u>\$ 5,227,835</u>	<u>\$ 5,373,937</u>

The scheduled maturities of long-term debt as of June 30, 2019 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2020	\$ 148,449
2021	437,624
2022	123,156
2023	485,481
2024	118,295
Thereafter	<u>4,075,097</u>
	<u>\$ 5,388,102</u>

As described at **Note 3**, the Organization is required to maintain a reserve account with a bank for the first two notes payable listed above.

NOTE 8. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2016, the Organization leased a phone system and copier under the terms of capital leases, expiring in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, expiring in May 2021. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2019 and 2018, consisted of the following:

	<u>2019</u>	<u>2018</u>
Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	\$ 3,291	\$ 5,362
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by a copier and will mature in March 2021.	2,261	3,467

Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease is secured by a copier and will mature in May 2021.

	<u>2,673</u>	<u>3,842</u>
	8,225	12,671
Less current portion	<u>(4,870)</u>	<u>(4,445)</u>
	<u>\$ 3,355</u>	<u>\$ 8,226</u>

The scheduled maturities of capital lease obligations as of June 30, 2019 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2020	\$ 4,870
2021	<u>3,355</u>
	<u>\$ 8,225</u>

NOTE 9. DEMAND NOTE PAYABLE

The Organization has available a \$750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum, and totaled \$316,000 at June 30, 2018. There was no balance outstanding at June 30, 2019. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. The Organization was not required to make payments of interest or principal prior to maturity. At June 30, 2018, the outstanding debt totaled \$200,022, which included accrued interest of \$21,434. The unsecured revolving line of credit was paid off in full during the year ended June 30, 2019.

NOTE 10. OPERATING LEASES

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2019 and 2018, the annual rent expense for leased facilities totaled \$181,127 and \$165,227, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2019, are as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2020	\$ 147,778
2021	65,003
2022	<u>3,301</u>
	<u>\$ 216,082</u>

NOTE 11. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 12. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2019 and 2018, approximately \$13,951,828 (77%) and \$13,773,803 (75%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2019 and 2018, approximately 69% of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Temporary Municipal Funding	\$ 231,161	\$ 212,207
10 Bricks Shelter Funds	142,190	142,190
FAP	117,470	136,614
Restricted Buildings	87,541	190,049
Support Center	25,939	-
Weatherization	25,000	-
Loans - HSGP	19,907	21,454
FAP/EAP	11,290	23,249
RSVP Program Funds	7,056	5,021
Senior Meals	5,130	-
Head Start	3,999	4,172
Donations to Maple Fund	1,571	1,586
Homeless Programs	-	27,680
USDA	-	10,332
Loans - HHARLF	-	6,967
IDN Capacity Fund	-	32,194
Community Needs Assessment	-	4,076
	<u> </u>	<u> </u>
Total net assets with donor restrictions	<u>\$ 678,254</u>	<u>\$ 817,791</u>

NOTE 14. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Loss Contingencies

During the year ended June 30, 2018, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2019, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS

Under Cornerstone Housing North, Inc.'s regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of \$129,407 and \$106,548 were held in a segregated account at June 30, 2019 and 2018, respectively. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of \$46,514 and \$21,326 were held in a segregated account for the years ended June 30, 2019 and 2018, respectively.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of the Organization's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to \$250 per unit.

In accordance with the policy noted above, subsequent to year end the Organization was required to remit funds to HUD totaling \$31,412. In addition to the funds remitted, HUD approved the Organization to withdraw \$11,852 from the residual receipts account for equipment.

NOTE 16. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 21, 2019, the date the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
Head Start	93.600		01CH10000-04-00	\$ 1,424,301
Head Start	93.600		01CH10000-05-00	1,088,289
			TOTAL	<u>2,512,590</u>
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-18B1NHLIEA	93,918
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-19B1NHLIEA	5,820,283
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-18B1NHLIEA 1056420	305,388
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-19B1NHLIEA 1056420	241,539
			TOTAL	<u>6,461,128</u>
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	18AANH3SP	5,363
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	111,276
			TOTAL	116,639
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500388	284,654
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	61,200
			CLUSTER TOTAL	<u>462,493</u>
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	<u>738,731</u>
TANF CLUSTER				
Temporary Assistance for Needy Families (NHEP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	16-DHHS-BWW-CSP-05	307,922
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	102-500731	24,800
			CLUSTER TOTAL	<u>332,722</u>
HIV Care Formula Grants (Ryan White Care Program)	93.917	State of New Hampshire Department of Health and Human Services	530-500371	<u>9,910</u>
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	113,843
Social Services Block Grant (Title XX HD)	93.667	State of New Hampshire Department of Health and Human Services	544-500388	82,574
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	102-500731	13,582
			TOTAL	<u>209,999</u>
Promoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary	93.556 & 93.592	State of New Hampshire Coalition against Domestic and Sexual Violence	SPIRDV	<u>53,297</u>
Preventative HHS Block Grant & Injury Prevention and Control Research	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence	SVP	<u>6,628</u>
Projects for Assistance in Transition from Homelessness (PATH)	93.150	State of New Hampshire Bureau of Homelessness and Housing	05-95-42-423010-7926	<u>73,172</u>
Prevent Sexual Assault on College Campuses	93.XXX	University of New Hampshire, Durham	CSAPP	<u>878</u>
Total U.S. Department of Health and Human Services				<u>\$ 10,861,348</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED JUNE 30, 2019

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
<u>U.S. Department of Energy</u> Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	EE0007935	\$ 273,188
Total U.S. Department of Energy				\$ 273,188
<u>U.S. Corporation for National and Community Service</u> Retired and Senior Volunteer Program	94.002		16SRANH001	\$ 86,939
Total U.S. Corporation for National and Community Service				\$ 86,939
<u>U.S. Department of Agriculture</u> Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	\$ 122,661
Total U.S. Department of Agriculture				\$ 122,661
<u>U.S. Department of Homeland Security</u> Emergency Food & Shelter Program (FEMA)	97.024			\$ 10,408
Emergency Management Performance Grants (FEMA)	97.042	State of New Hampshire Department of Safety	EMB-2017-EP-00005-S01	23,298
Total U.S. Department of Homeland Security				\$ 33,706
<u>U.S. Department of Justice</u> Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	\$ 154,433
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2017-KF-AX-0019	16,178
OVW Technical Assistance Initiative	16.526	Grafton County Court	OVW-2016-13829	27,552
Total U.S. Department of Justice				\$ 198,161
<u>U.S. Department of Transportation</u> Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-18-X046	\$ 293,800
TRANSIT SERVICES PROGRAMS CLUSTER				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	04-08-08-084010-2016-072-800575	29,889
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)	20.513	State of New Hampshire Department of Transportation	04-08-08-084010-2016-072-800575	53,062
			CLUSTER TOTAL	82,951
Total U.S. Department of Transportation				\$ 376,751
<u>U.S. Department of Housing and Urban Development</u> Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	\$ 67,203
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2019-044153-01-Coord -4	144,922
Total U.S. Department of Housing and Urban Development				\$ 212,125

TRICOUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
U.S. Department of Labor				
WIA/WIOA CLUSTER				
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2016-0004	\$ 39,250
WIA/WIOA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.	2016-0004	<u>39,058</u>
Total U.S. Department of Labor			CLUSTER TOTAL	<u>\$ 78,308</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS				<u>\$ 12,243,187</u>

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the 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, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 21, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDonnell & Roberts
Professional Association*

October 21, 2019
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2019. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone McDonnell & Roberts
Professional Association*

October 21, 2019
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2019**

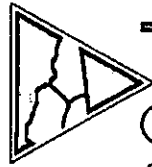
1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
 - U.S. Dept. of Health & Human Services, LIHEAP – CFDA #93.568
 - U.S. Dept. of Health & Human Services, Head Start – CFDA #93.600
 - U.S. Dept. of Energy, Weatherization Assistance for Low Income Individuals – CFDA #81.042
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None



TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

Helping People. Changing Lives.

Board of Directors

FY2020

Coos County

Board Chair

Sandy Alonzo

Carroll County

Interim Board Chair:

Anne Barber

Michael Dewar

Karolina Brzozowska

Julie Davis

Grafton County

Linda Massimilla

Tricia Garrison

Richard Mcleod

Jeanne L. Robillard

CORE STRENGTHS

Program development, management and administration • Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management • Budget performance and financial reporting
Innovative solutions & problem solving • Capacity building
Professional presentations • Public speaking
Dedication • Imagination • Determination • Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.
Chief Executive Officer
Berlin, NH 2018 - current FT employment

Tri-County Community Action Programs, Inc.
Chief Operating Officer
Berlin, NH 2016 - 2018

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.
Division Director: TCCAP Prevention Services
Berlin, NH 2015- 2016

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.
Program/Division Director: Support Center at Burch House
Littleton, New Hampshire 2007- 2015

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH

06/2013-Present

CFO (2017 – Present)

Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of \$18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAP's divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

Accounting Manager (2015-2016)

Sr. Accountant (2013-2014)

RANDALL PILOTTE RESUME:

REGAN L. PRIDE

SUMMARY

My experience spans the fields of engineering, computer technology, education, and public administration. This unique combination brings a wide array of knowledge and skills to the table for your organization. I am a team player, a patient trainer, and adept at interpersonal relations.

RELEVANT KNOWLEDGE AND SKILL AREAS

- Confidence in public speaking for business and technical applications, and instructional settings
- Strong writing skills and interpersonal communication skills, ability to teach others, and build consensus
- Approachable, warm and personable style in teaching classes and interacting with colleagues
- Robust education in mathematics, engineering and general science topics
- Fluency with entire Microsoft Office application suite.
- Fluency with AutoCAD computer-aided drafting software
- Familiarity with ArcView GIS software.
- Familiar with Avante Enterprise Resource Planning software
- Familiar with BMSI fund accounting and Avitar assessing/tax billing software
- Adept at Macromedia/Adobe Dreamweaver MX web site design software

WORK EXPERIENCE

NORTH COUNTRY COUNCIL REGIONAL PLANNING COMMISSION, Littleton, NH

TITLE: Planner, 2012-2013 + 2015-2018

Managed solid waste technical assistance program funded by USDA Rural Development. Conducted "Full Cost Accounting" studies of municipal solid waste department operations. Reviewed and updated operating plans for municipal solid waste facilities. Organized household hazardous waste collection events. Created and delivered training programs for solid waste operator certification. Created pilot programs to reduce & divert food waste from landfills in 4 communities.

2013-2014

INNOVATIVE STRUCTURAL BUILDING PRODUCTS

TITLE: Project Manager

Performed a variety of functions including business plan preparation and product development associated with a start-up company in the engineered wood sheathing industry. I created engineering drawings, built and tested prototypes, and assisted in marketing activities.

2000 - Present

ICANTOO ENTERPRISES, Lisbon, NH

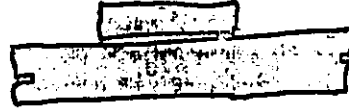
TITLE: Owner, Computer Applications Consulting

Assistance and training with business and technical applications. Created customized solutions involving AutoCAD, MS Word, MS Excel, MS Access software applications. I also perform web site HTML and CGI development, hardware setup, upgrades, and troubleshooting.

Recent clients/projects include:

- New England Electric Wire Corp - Implementation of Avante MRP & APS scheduling software, computerized WIP labeling system, computer workstation installations, user/operator training.
- Littleton, NH Senior Softball League - custom programming and support of statistical software
- Louisiana Corporate Credit Union - Web site design and maintenance.
- Brammer Creek - Web site design for wholesale food distributor.

Cheryl O'Malley



Summary

I am a friendly, solutions driven, dedicated individual with extensive experience as a senior level manager in a nonprofit environment. I love to learn, and am always up for a challenge whatever the situation. I get along well with my peers, while also working efficiently on my own. I am seeking a position where I can continue to develop and excel while giving my best to an employer.

Education

University of Rhode Island, South Kingstown, Rhode Island
Bachelor of Science in Psychology - May 2002

Employment History

ServiceLink Berlin, New Hampshire April 2019 – Present
Program Manager
All duties as listed below and including HR and Administration

Servicelink, Berlin, New Hampshire August 2012 – April 2019
Options Counselor
In my role as Options Counselor, I assist people to manage the Medicare, Medicaid, Social Security and various disability programs. Work with my counterparts at government and other non-profit agencies to promote the well being and welfare of our mutual clients. I have overseen the Coos County veterans on the Veterans Initiative Program, responsible for the budget for the Coos County Caregiver budget, and act as Residential Counselor for Brookside Apartments.

SHIP certified
AIRS certified
Powerful Tools for Caregivers Certified
Options Counseling/Person Centered Counseling
Training for Caring for the Caregiver (Alzheimers Association)
Extensive Veterans Training through VA
Extensive Caregiver Training through Family Caregiver Subsidies program
Training to Facilitate difficult family meetings using person centered approach

Morrison Nursing Home, Whitefield, New Hampshire August 2008 - May 2012
Social Services Director
Responsible for all aspects of admissions/discharges, point person/liason for family issues of 57 bed nursing facility.
Ensure resident/family satisfaction with care and environment, recognize and resolve concerns in proactive manner.
Provide stress management for employees and job performance counseling.
Ensure compliance with state and federal regulations in regard to resident documentation.

Brockton Area Multiservices

May 2001 - July 2008

Assistant Director

Personally accountable for the management of 6 residential group homes. Develop, implement and manage policies and procedures.

Ensure that all standards and licensing requirements are maintained.

Maintain high level of excellence in quality of life enhancement initiatives.

Manage all aspects of Human Resource issues related to hiring, evaluation, training and supervision

Network with other specialized outside agencies to provide enhancements to the lives of individuals in residential facilities.

June 1995 - October 2002

Tri-State Multi Services

June 1995 - October 2002

Recreational Therapist

Worked with children and adolescents who displayed severe emotional and behavior problems. Formulated and implemented behavioral treatment plans in the home.

Responsible for creating a safe environment for individuals to expand their interpersonal skills within the community.

Hobbies & Interests

- Recording Secretary position on Board of Directors of National Pyrenean Mastiff Dog Club
- Red Cross Volunteer
- NHPR Community Action Board Member

Tri-County Community Action Program, INC.

Service Link Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Robillard	Chief Executive Officer	\$115,000	0%	\$0
Randall Pilotte	Chief Financial Officer	\$77,850	0%	\$0
Regan Pride	Chief Operations Officer	\$71,960	0%	\$0
Cheryl O'Malley	Program Manager	\$39,227.33	100%	\$39,227.33