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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
 Commissioner

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 Commissioner

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May 19, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services to enter into amendments to existing Agreements with the vendors listed in the table below to provide developmental and acquired brain disorder services, by increasing the price limitation by \$9,008,418, from \$13,276,608 to \$22,285,026, and by extending the completion date from June 30, 2015 to June 30, 2016, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2016. Governor and Executive Council approved the original agreements on June 19, 2013 (Item #118). 24.9% Federal Funds, 75.1% General Funds.

Summary of contracted amounts by vendor:

<u>Vendor</u>	<u>Location</u>	<u>Current Amount</u>	<u>Increase / Decrease</u>	<u>Modified Amount</u>
Community Bridges	Concord	\$ 1,427,932	\$1,123,648	\$ 2,551,580
Community Crossroads, Inc.	Atkinson	\$ 3,130,544	\$1,615,682	\$ 4,746,226
Community Partners of Strafford County	Dover	\$ 742,860	\$ 545,903	\$ 1,288,763
Gateways Community Services	Nashua	\$ 1,818,494	\$1,133,138	\$ 2,951,632
Lakes Region Community Services	Laconia	\$ 2,059,039	\$1,195,374	\$ 3,254,413
Monadnock Developmental Services	Keene	\$ 501,269	\$ 612,542	\$ 1,113,811
Moore Center Services, Inc.	Manchester	\$ 408,230	\$ 667,291	\$ 1,075,521
Northern Human Services	Conway	\$ 273,624	\$ 281,568	\$ 555,192
One Sky Community Services, Inc.	Portsmouth	\$ 2,524,452	\$1,455,970	\$ 3,980,422
Pathways of the River Valley	Claremont	\$ 390,164	\$ 377,302	\$ 767,466
TOTAL		\$13,276,608	\$9,008,418	\$22,285,026

Funds are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget.

05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INTERVENTION (100% General Funds)

05-95-93-930010-7852 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

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

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT (100% General Funds)

(Please see attachment for financial details)

2. Contingent upon the approval of Requested Action 1, further authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services to make an advance payment to each vendor, up to a maximum of one-twelfth of the State Fiscal Year 2016 funding available for the respective vendor agreement, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2016.

EXPLANATION

These requested actions seek to continue ten agreements with non-profit area agencies that provide developmental, acquired brain disorder, and early intervention services to 12,153 adults and children throughout the State. The agreements serve to maintain compliance with the Garrity Court Order in the provision of services to class members and to other individuals. The area agencies operate services throughout New Hampshire, as outlined in RSA 171-A:4, providing for the care, habilitation, treatment, and training of developmentally disabled persons, and RSA 126-C, providing for the support of families. Services include: community support / independent living, community participation, family-centered early supports, family support, partners in health, in-home support, residences which may also provide day program services, residential, service coordination, services to persons with acquired brain disorders, and participant directed and managed services.

The area agencies function as an integral part of the Organized Health Care Delivery System operated by the Bureau of Developmental Services and approved by the Centers for Medicare and Medicaid Services in conjunction with three Medicaid funded Home and Community-Based Care Services Waivers. In accordance with RSA 171-A, the area agencies are responsible to establish, maintain, implement, and coordinate a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 19, 2015
Page 3

The area agencies work collaboratively with the Bureau on a variety of initiatives designed to sustain a high quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training. Two agencies provide unique additional services to support distinct components that serve the entire Organized Health Care Delivery System: Lakes Region Community Services Council provides assistive technology services to those individuals within the system that require such supports; and the Council for Youths with Chronic Conditions receives administrative and financial support through the agreement with Community Partners of Strafford County. Pursuant to RSA 126-J, the Council promotes the organized assessment of the needs of youths with chronic conditions and their families; serves in an advisory capacity to the Departments of Health and Human Services, Education, and Insurance for policy and program development; collaborates with these departments and other public and private organizations statewide to enhance community-based family supports that meet the unique needs of youths with chronic conditions and their families; and increases awareness in the public and private sector of the medical, social, and educational issues which impact youths with chronic conditions and their families.

Should Governor and Executive Council not approve these Requested Actions, individuals served through the area agencies will not receive the developmental or acquired brain disorder services necessary to maintain their health, safety and welfare. Impacted individuals will experience significant crises as a result. The need for other elements of the service system, including hospitals, law enforcement, or adult and child protective services may occur. In addition, care-giving parents and family members of adults with disabilities may lose employment as a result of having to stay home to provide supports and supervision to their adult child.

These agreements are not subject to the competitive bidding requirement of ADM. 311.07. RSA 171-A: 2, I.-b establishes area agencies as nonprofit corporations designated to serve a geographic catchment area established by rules adopted by the Department to provide services to developmentally disabled persons in that area. Pursuant to RSA 171-A:18, I., once designated, the area agency shall be the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating these with existing services on behalf of persons with developmental disabilities in the area.

Funding for these agreements in state fiscal year 2015 was \$6,778,746. In state fiscal year 2016, due to a change in methodology for allocating state general funds in the Early Supports and Services program that more accurately aligns funding sources with the children served, the funding level has been increased by \$2,229,672. Any advance payments available under these agreements will only be made after the Bureau has conducted an extensive financial review of the applicable area agencies and determined its necessity to assure continuity of programs and services to clients.

Area served: statewide.

Source of funds: 21.9% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, Catalog of Federal and Domestic Assistance #84.181A, Federal Award Identification Number TBD; 3% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number «SSBG_FAIN»75; and 75.1% General Funds.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 19, 2015
Page 4

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

Respectfully submitted,



Lorene Reagan, MS, RN
Bureau Chief

Approved by:



Nicholas A. Toumpas
Commissioner

**05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS,
FAMILY SUPPORT SERVICES (100% General Funds)**

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$631,514		\$631,514
2015	102-500731	Contracts for program services	\$668,218		\$668,218
2016	102-500731	Contracts for program services		\$617,310	\$617,310
		Total:	\$1,299,732	\$617,310	\$1,917,042

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

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$1,035,398		\$1,035,398
2015	102-500731	Contracts for program services	\$1,062,604		\$1,062,604
2016	102-500731	Contracts for program services		\$917,053	\$ 917,053
		Total:	\$2,098,002	\$917,053	\$3,015,055

Community Partners of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$176,561		\$176,561
2015	102-500731	Contracts for program services	\$196,755		\$196,755
2016	102-500731	Contracts for program services		\$202,570	\$202,570
		Total:	\$373,316	\$202,570	\$575,886

Gateways Community Services (Vendor Code 155784-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$270,193		\$270,193
2015	102-500731	Contracts for program services	\$299,851		\$299,851
2016	102-500731	Contracts for program services		\$309,159	\$309,159
		Total:	\$570,044	\$309,159	\$879,203

Lakes Region Community Services (Vendor Code 177251-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$1,001,965		\$1,001,965
2015	102-500731	Contracts for program services	\$1,036,724		\$1,036,724
2016	102-500731	Contracts for program services		\$1,031,204	\$1,031,204
		Total:	\$2,038,689	\$1,031,204	\$3,069,893

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$176,575		\$176,575
2015	102-500731	Contracts for program services	\$218,678		\$218,678
2016	102-500731	Contracts for program services		\$237,854	\$237,854
		Total:	\$395,253	\$237,854	\$633,107

Moore Center Services, Inc. (Vendor Code 154355-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$137,105		\$137,105
2015	102-500731	Contracts for program services	\$191,125		\$191,125
2016	102-500731	Contracts for program services		\$202,055	\$202,055
		Total:	\$328,230	\$202,055	\$530,285

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$124,712		\$124,712
2015	102-500731	Contracts for program services	\$124,712		\$124,712
2016	102-500731	Contracts for program services		\$166,056	\$166,056
		Total:	\$249,424	\$166,056	\$415,480

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$868,978		\$868,978
2015	102-500731	Contracts for program services	\$881,858		\$881,858
2016	102-500731	Contracts for program services		\$913,071	\$913,071
		Total:	\$1,750,836	\$913,071	\$2,663,907

Pathways of the River Valley (Vendor Code 167142-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$127,039		\$127,039
2015	102-500731	Contracts for program services	\$150,399		\$150,399
2016	102-500731	Contracts for program services		\$150,409	\$150,409
		Total:	\$277,438	\$150,409	\$427,847
		Sub-totals	\$9,380,964	\$4,746,741	\$14,127,705

**05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS,
EARLY INVERVENTION (100% General Funds)**

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$267,614	\$267,614
		Total:	\$0	\$267,614	\$267,614

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

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$285,504	\$285,504
		Total:	\$0	\$285,504	\$285,504

Community Partners of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$69,216		\$69,216
2015	102-500731	Contracts for program services	\$69,216		\$69,216
2016	102-500731	Contracts for program services		\$149,397	\$149,397
		Total:	\$138,432	\$149,397	\$287,829

Gateways Community Services (Vendor Code 155784-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$572,498	\$572,498
		Total:	\$0	\$572,498	\$572,498

Lakes Region Community Services (Vendor Code 177251-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$99,196	\$99,196
		Total:	\$0	\$99,196	\$99,196

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$211,046	\$211,046
		Total:	\$0	\$211,046	\$211,046

Moore Center Services, Inc. (Vendor Code 154355-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$210,392	\$210,392
		Total:	\$0	\$210,392	\$210,392

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$26,714	\$26,714
		Total:	\$0	\$26,714	\$26,714

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$399,233	\$399,233
		Total:	\$0	\$399,233	\$399,233

Pathways of the River Valley (Vendor Code 167142-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$170,582	\$170,582
		Total:	\$0	\$170,582	\$170,582
		Sub-totals	\$138,432	\$2,392,176	\$2,530,608

**05-95-93-930010-7852 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS,
INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)**

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$28,325		\$28,325
2015	102-500731	Contracts for program services	\$28,325		\$28,325
2016	102-500731	Contracts for program services		\$200,699	\$200,699
		Total:	\$56,650	\$200,699	\$257,349

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

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$516,271		\$516,271
2015	102-500731	Contracts for program services	\$516,271		\$516,271
2016	102-500731	Contracts for program services		\$413,125	\$413,125
		Total:	\$1,032,542	\$413,125	\$1,445,667

Community Partners of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$10,588		\$10,588
2015	102-500731	Contracts for program services	\$10,588		\$10,588
2016	102-500731	Contracts for program services		\$85,911	\$85,911
		Total:	\$21,176	\$85,911	\$107,087

Gateways Community Services (Vendor Code 155784-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$554,289		\$554,289
2015	102-500731	Contracts for program services	\$554,289		\$554,289
2016	102-500731	Contracts for program services		\$175,431	\$175,431
		Total:	\$1,108,578	\$175,431	\$1,284,009

Lakes Region Community Services (Vendor Code 177251-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$10,175		\$10,175
2015	102-500731	Contracts for program services	\$10,175		\$10,175
2016	102-500731	Contracts for program services		\$64,974	\$64,974
		Total:	\$20,350	\$64,974	\$85,324

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$18,040		\$18,040
2015	102-500731	Contracts for program services	\$18,040		\$18,040
2016	102-500731	Contracts for program services		\$125,617	\$125,617
		Total:	\$36,080	\$125,617	\$161,697

Moore Center Services, Inc. (Vendor Code 154355-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$40,000		\$40,000
2015	102-500731	Contracts for program services	\$40,000		\$40,000
2016	102-500731	Contracts for program services		\$254,844	\$254,844
		Total:	\$80,000	\$254,844	\$334,844

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$12,100		\$12,100
2015	102-500731	Contracts for program services	\$12,100		\$12,100
2016	102-500731	Contracts for program services		\$88,798	\$88,798
		Total:	\$24,200	\$88,798	\$112,998

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$386,808		\$386,808
2015	102-500731	Contracts for program services	\$386,808		\$386,808
2016	102-500731	Contracts for program services		\$143,666	\$143,666
		Total:	\$773,616	\$143,666	\$917,282

Pathways of the River Valley (Vendor Code 167142-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$56,363		\$56,363
2015	102-500731	Contracts for program services	\$56,363		\$56,363
2016	102-500731	Contracts for program services		\$56,311	\$56,311
		Total:	\$112,726	\$56,311	\$169,037
		Sub-totals	\$3,265,918	\$1,609,376	\$4,875,294

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

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$35,775		\$35,775
2015	102-500731	Contracts for program services	\$35,775		\$35,775
2016	102-500731	Contracts for program services		\$38,025	\$38,025
		Total:	\$71,550	\$38,025	\$109,575

Community Partners of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$104,968		\$104,968
2015	102-500731	Contracts for program services	\$104,968		\$104,968
2016	102-500731	Contracts for program services		\$38,025	\$38,025
		Total:	\$209,936	\$38,025	\$247,961

Gateways Community Services (Vendor Code 155784-B001)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$69,936		\$69,936
2015	102-500731	Contracts for program services	\$69,936		\$69,936
2016	102-500731	Contracts for program services		\$76,050	\$76,050
		Total:	\$139,872	\$76,050	\$215,922

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$34,968		\$34,968
2015	102-500731	Contracts for program services	\$34,968		\$34,968
2016	102-500731	Contracts for program services		\$38,025	\$38,025
		Total:	\$69,936	\$38,025	\$107,961
		Sub-totals	\$491,294	\$190,125	\$681,419

**05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS,
 PROGRAM SUPPORT (100% General Funds)**

Community Partners of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget	Increase/Decrease Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$0		\$0
2015	102-500731	Contracts for program services	\$0		\$0
2016	102-500731	Contracts for program services		\$70,000	\$70,000
		Sub-total:	\$0	\$70,000	\$70,000
		Totals	\$13,276,608	\$9,008,418	\$22,285,026



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Bridges (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 525 Clinton Street, Bow, NH 03304-4609.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$2,551,580.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

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

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

State of New Hampshire
Department of Health and Human Services

5/20/15
Date

Diane Langley
Diane Langley
Director

Community Bridges

4/24/15
Date

David H. Ossoff
NAME David H. Ossoff
TITLE President B.O.D.

Acknowledgement:

State of New Hampshire County of Merrimack on 4/24/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Leslie M Lampman
Name and Title of Notary or Justice of the Peace

Leslie M Lampman
Notary Public, State of New Hampshire
My Commission Expires February 20, 2018

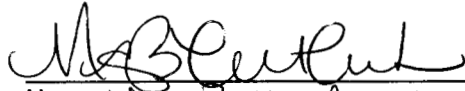
New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services



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

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date


Name: MaryBeth Misiuk
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an "x" below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
X	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are



Exhibit A – Amendment 1

in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.



Exhibit A – Amendment 1

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START):

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management:

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry:

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS):

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS):

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. NHLeads:

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.



Exhibit A – Amendment 1

2.11.No Wrong Door System:

- 2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:
- 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
 - 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
 - 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit A –1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.



Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.1.1.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
Community Bridges	520	E01

- 3.2. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.1.1.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
Community Bridges	555	0	280	275	90,554	F01

- 4.2. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the



Exhibit A –1

service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.
- 5.2. General Provisions:
 - 5.2.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
 - 5.2.1.1. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
 - 5.2.1.2. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
 - 5.2.2. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
 - 5.2.3. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
 - 5.2.4. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 5.2.4.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 5.2.4.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 5.2.4.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
 - 5.2.5. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
 - 5.2.6. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual



Exhibit A –1

report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

- 5.3. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
 - 5.3.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 5.3.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 5.3.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 5.3.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 5.3.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 5.3.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 5.3.7. Provide effective and evidence based family support practices, including but not limited to:
 - 5.3.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 5.3.7.2. Integrate family support services with other agency services in region;
 - 5.3.7.3. Incorporate the family support program within the agency's administrative structure;
 - 5.3.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 5.3.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - 5.3.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,



Exhibit A –1

- 5.3.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 5.3.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 5.3.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.3.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.3.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.3.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.3.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.3.14. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its



Exhibit A –1

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. Residences Which May Also Provide Day Program Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."
- 7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-



Exhibit A –1

term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.



Exhibit A –1

9. Service Coordination

- 9.1. The Contractor agrees to employ 17 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 578 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000.00 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."
- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the



Exhibit A –1

- date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
 - 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
 - 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
 - 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
 - 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
 - 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the



Exhibit A –1

- individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
 - 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
 - 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
 - 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
 - 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

Exhibit A-2 Community Bridges

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	CBI	L01	Community Support Service	78	117551
	ISN	L12	Community Support Service	1	2388
	WOU	L10	Community Support Service	1	2080
Community Participation Services					
	CBI	D15	Day	1	1040
	CBI	D01	Day	50	98338
	CBI	R10	Day	2	11544
	ESS	D07	Day	22	107702
	GSIL	D09	Day	1	4215
	ISN	D12	Day	12	53157
	Lifeshare	D16	Day	2	8230
	LSS	D08	Day	7	32144
	Pathways	D34	Day	1	4652
	WOU	D10	Day	15	59183
In Home Supprt Services					
	CBI	I99	In Home Supports	43	1082
Residences Which May Also Provide Day Program Services					
	Advocates	C17	Day	1	3208
	Advocates	C17	Residential	1	246
	CBI	C01	Day	48	197695
	CBI	C01	Residential	49	13698
	CBI	C09	Day	6	16600
	CBI	C09	Integrated	5	5823
	CBI	C09	Residential	1	52
	CMC	C15	Day	1	5990
	CMC	C15	Residential	1	333
	CRJ	C06	Day	1	3859
	CRJ	C06	Residential	1	330
	ESS	C07	Day	30	162560
	ESS	C07	Residential	28	7678
	GBC	C10	Day	4	17103
	GBC	C10	Residential	4	1055
	IPP	C03	Day	7	36982
	IPP	C03	Residential	7	2057

Contractor Initials: OO
Date: 4/24/15



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$200,699.00 – 18% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$38,025.00 – 3% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR, to provide the Family Support Services/Partners in Health service, as specified in Exhibit A-1 Amendment #1.
 - 2.3. \$884,924.00 – 79% General funds.
3. **Payment Methodology**
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions. These provisions apply to all services provided for in the Agreement with the exception of the Family Support Services/Partners in Health service:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.



Exhibit B Amendment #1

- 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The



Exhibit B Amendment #1

amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
- 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the State.
- 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 3.2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions. These provisions apply exclusively to the Family Support Services/Partners in Health service:
 - 3.2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 3.2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered. The total maximum amount of all monthly bills submitted for the program period specified in Paragraph 2 shall not exceed \$18,025.00 for Family Support (Staff) Services and \$20,000.00 for Flex Funds (paid as spent). These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 3.2.3. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.



Exhibit B Amendment #1

3.2.4. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A-1 Amendment #1.

3.2.5. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the program period specified in Paragraph 2.

4. Allocation of Funding

4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

4.2.1. The provisions of Paragraph 4.2 shall not apply to the Family Support Services/Partners in Health service.

4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The following paragraphs shall be added to the General Provisions of this Agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall

New Hampshire Department of Health and Human Services
Exhibit C-1 Amendment #1



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.



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

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

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

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

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

Exhibit G Amendment #1

Contractor Initials D.O.

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 Amendment #1



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

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

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

Contractor Name: Community Bridges

4/24/15
Date

David H. Ossoff
Name: David H. Ossoff
Title: President B.O.D



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I Amendment #1

- 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 Amendment #1

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 Amendment #1

- 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 Amendment #1

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I Amendment #1

- 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.

NH DHHS
The State

Lorene Reagan
Signature of Authorized Representative

Lorene Reagan
Name of Authorized Representative

MSRN Bureau Chief
Title of Authorized Representative

5/30/15
Date

Community Bridges
Name of the Contractor

David H. Ossoff
Signature of Authorized Representative

David H. Ossoff
Name of Authorized Representative

President B.O.O
Title of Authorized Representative

4/24/15
Date

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 BRIDGES is a New Hampshire nonprofit corporation formed April 20, 1982. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, William J. Cohen, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Community Bridges.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 7, 2015.
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 24th day of April, 2015.
(Date Contract Signed)

4. David Ossoff is the duly elected President of the Board of Directors
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

William J. Cohen
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 24th day of April, 2015.

By William Cohen.
(Name of Elected Officer of the Agency)

Leslie M Lampman
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

Leslie M Lampman
Notary Public, State of New Hampshire
My Commission Expires February 20, 2018

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
4/06/2015

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 USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME:		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company	NAIC # 23850	
	PHONE (A/C, No, Ext): 855 874-0123				FAX (A/C, No):
INSURED Community Bridges 70 Pembroke Road Concord, NH 03301	E-MAIL ADDRESS:			INSURER B : QBE Insurance Corporation	
	INSURER C :				
	INSURER D :				
	INSURER E :				
	INSURER F :				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:		PHPK1306834	03/18/2015	03/18/2016	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1306834	03/18/2015	03/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		BINDERPHUB492829	03/18/2015	03/18/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	QWC4001056	03/18/2015	03/18/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This Certificate covers all operations usual and customary to the insured's business.
CERTIFICATE HOLDER**CANCELLATION**
 State of NH DHHS Bureau of
 Developmental Services
 105 Pleasant Street
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE





Connecting Individuals with Disabilities to Their Community

MISSION STATEMENT

Community Bridges advances the integration, growth and interdependence of people with disabilities in their home communities in ways that promote their ability to have positive control over the lives they have chosen for themselves. Community Bridges is a leader in the development of and advocacy for innovative approaches in supporting families.

COMMUNITY BRIDGES

Financial Statements

For The Years Ended June 30, 2014 and 2013

Index To Financial Statements
For The Years Ended June 30, 2014 and 2013

	Page
Independent Auditors' Report	1 - 2
Statements of Financial Position	3
Statements of Activities and Changes in Net Assets	4
Statement of Functional Expenses – June 30, 2014	5
Statement of Functional Expenses – June 30, 2013	6
Statements of Cash Flows	7
Notes to Financial Statements	8 - 16

Independent Auditors' Report

To The Board of Directors
Community Bridges
Concord, New Hampshire

We have audited the accompanying financial statements of Community Bridges (a New Hampshire non-profit organization), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and changes in net assets, 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 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 audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Bridges as of June 30, 2014 and 2013, 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.

Dee: Del PAC PA

Nashua, NH
February 3, 2015

COMMUNITY BRIDGES
STATEMENTS OF FINANCIAL POSITION
June 30, 2014 and 2013

	2014	2013
ASSETS		
<u>CURRENT ASSETS</u>		
Cash and cash equivalents	\$ 195,074	\$ 2,867,105
Cash held for consumers under agency agreements	158,577	142,266
Accounts receivable, net of allowances of \$65,492 and \$47,050 for 2014 and 2013 respectively	2,886,104	1,810,660
Promises to give	22,500	18,500
Prepaid expenses	260,471	184,553
	3,522,726	5,023,084
<u>PROPERTY & EQUIPMENT</u> , at cost, net of accumulated depreciation		
	3,496,970	1,585,864
	<u>\$ 7,019,696</u>	<u>\$ 6,608,948</u>
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current portion of long-term debt	\$ 112,769	\$ 79,605
Line of credit	800,000	-
Accounts payable	1,262,875	2,247,797
Deferred revenue	231,898	855,518
Accrued payroll and payroll taxes	239,804	156,006
Accrued vacation	383,777	319,542
Held for consumers under agency agreements	158,577	142,266
	3,189,700	3,800,734
<u>LONG TERM DEBT</u> , net of current portion		
Notes payable	1,115,240	758,036
<u>NET ASSETS</u>		
Unrestricted	2,671,684	1,974,477
Temporarily restricted	43,072	75,701
	2,714,756	2,050,178
	<u>\$ 7,019,696</u>	<u>\$ 6,608,948</u>

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

COMMUNITY BRIDGES
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Years Ended June 30, 2014 and 2013

	2014			2013		
	UNRESTRICTED	TEMPORARILY RESTRICTED	TOTAL	UNRESTRICTED	TEMPORARILY RESTRICTED	TOTAL
PUBLIC SUPPORT AND REVENUES						
Medicaid	\$ 28,414,524	\$ -	\$ 28,414,524	\$ 28,088,547	\$ -	\$ 28,088,547
State of NH - DHHS	1,734,294	-	1,734,294	393,283	-	393,283
United Way allocation	29,440	-	29,440	14,504	4,752	19,256
Third-party insurance	175,713	-	175,713	230,997	-	230,997
Interest	1,430	-	1,430	1,525	-	1,525
Other revenues	1,387,376	10,000	1,397,376	991,651	62,758	1,054,409
Net assets released from restrictions:						
Satisfaction of purpose restrictions	42,629	(42,629)	-	44,885	(44,885)	-
Total public support and revenue	31,785,406	(32,629)	31,752,777	29,765,392	22,625	29,788,017
EXPENSES						
Program services:						
Case management	1,594,194	-	1,594,194	1,398,263	-	1,398,263
Family support	933,221	-	933,221	957,843	-	957,843
Respite care	190,863	-	190,863	197,705	-	197,705
Residential, day & combined	7,473,473	-	7,473,473	5,307,826	-	5,307,826
Independent living	776,957	-	776,957	725,916	-	725,916
Early intervention	1,772,275	-	1,772,275	1,717,752	-	1,717,752
Consolidated plans	3,228,210	-	3,228,210	3,049,310	-	3,049,310
Elderly	74,476	-	74,476	198,729	-	198,729
Residential services - subcontract	2,582,523	-	2,582,523	2,578,768	-	2,578,768
Combined day/residential - subcontract	7,313,483	-	7,313,483	6,389,451	-	6,389,451
Day & consolidated services - subcontract	1,636,049	-	1,636,049	3,810,565	-	3,810,565
Supporting services:						
General management	2,399,758	-	2,399,758	2,369,819	-	2,369,819
General management - subcontract	1,112,717	-	1,112,717	1,085,011	-	1,085,011
Total expenses	31,088,199	-	31,088,199	29,786,958	-	29,786,958
CHANGE IN NET ASSETS	697,207	(32,629)	664,578	(21,566)	22,625	1,059
NET ASSETS, BEGINNING OF YEAR	1,974,477	75,701	2,050,178	1,996,043	53,076	2,049,119
NET ASSETS, END OF YEAR	\$ 2,671,684	\$ 43,072	\$ 2,714,756	\$ 1,974,477	\$ 75,701	\$ 2,050,178

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

COMMUNITY BRIDGES
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2014

	Case Management	Family Support	Respite Care	Residential, Day & Combined		Independent Living	Early Intervention	Consolidated Plans	Elderly	Subcontract Residential Services	Subcontract Combined Day / Residential	Subcontract Day & Consolidated Services	General Management	Subcontract General Management	2014 Total
				Respite Care	Day & Combined										
Salaries and wages	\$ 958,985	\$ 444,115	\$ 7,127	\$ 3,274,409	\$ 485,259	\$ 800,430	\$ 1,482,661	\$ 56,026	\$ -	\$ -	\$ -	\$ -	\$ 1,066,145	\$ -	\$ 8,575,157
Employee benefits	197,225	81,733	268	1,055,132	154,896	220,500	298,909	6,838	-	-	-	-	239,244	-	2,254,745
Payroll taxes	72,113	34,128	567	238,079	39,174	60,113	114,534	4,846	-	-	-	-	88,041	-	651,595
Family business	-	-	-	-	-	-	151,736	-	-	-	-	-	-	-	151,736
Contracted substitute staff	-	-	-	-	-	13,465	4,275	-	-	-	-	-	15,010	-	32,750
Client treatment services	1,125	18,201	-	1,708,920	9,625	421,580	296,600	-	-	-	-	-	6,800	-	2,033,346
Client therapies	-	-	-	189,837	-	2,449	5,682	-	-	-	-	-	6,800	-	666,698
Accounting	-	-	-	-	-	-	-	-	-	-	-	-	8,532	-	14,931
Audit fees	-	-	-	-	-	-	-	-	-	-	-	-	82,700	-	82,700
Legal fees	-	-	-	-	-	-	-	-	-	-	-	-	171,404	-	457,488
Other professional fees and consultants	79,224	778	-	139,805	317	18,305	47,590	65	-	-	-	-	-	-	12,533,115
Subcontractors	24,348	-	-	-	-	90	78,955	-	-	2,433,131	7,256,974	1,626,900	-	1,112,717	526,672
Non-subcontractors	7,958	-	-	-	-	-	304,480	-	-	148,576	56,509	9,149	-	-	98,413
Staff development and training	14,325	8,260	25	38,217	-	6,515	4,050	947	-	-	-	-	26,074	-	342,292
Rent	50,519	50,460	-	75,656	-	50,343	4,188	1,910	-	-	-	-	109,216	-	48,787
Client mortgage payments	-	-	-	38,352	-	-	10,435	-	-	-	-	-	-	-	114,361
Utilities	3,621	-	-	110,740	-	-	-	-	-	-	-	-	-	-	143,822
Building maintenance and repairs	7,629	5,308	-	107,966	-	5,687	1,582	261	-	816	-	-	14,573	-	143,822
Property taxes	-	-	-	(1,717)	-	-	-	-	-	-	-	-	-	-	(1,717)
Other occupancy costs	-	-	-	816	-	-	-	-	-	-	-	-	-	-	816
Office	21,632	7,137	-	40,443	-	8,594	3,714	441	-	-	-	-	59,135	-	141,096
Building/household	8,144	1,685	-	43,837	-	2,309	260	333	-	-	-	-	19,746	-	76,314
Client consumables	149	-	118	67,694	-	7,379	6,369	-	-	-	-	-	-	-	81,709
Medical	-	-	-	1,386	-	-	28	-	-	-	-	-	-	-	1,414
Equipment rental	1,637	1,516	-	2,308	-	3,080	485	86	-	-	-	-	3,069	-	12,181
Equipment maintenance	762	762	-	1,158	-	1,524	1,214	56	-	-	-	-	87,329	-	92,805
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	205,738	-	205,738
Advertising	154	629	-	1,213	-	1,337	1,568	-	-	-	-	-	3,178	-	8,079
Printing	3,349	691	-	332	-	9,203	202	47	-	-	-	-	5,621	-	19,445
Telephone/communications	4,225	3,785	-	18,566	-	6,607	1,022	183	-	-	-	-	11,248	-	45,636
Postage/shipping	3,303	3,111	-	4,707	-	6,117	979	184	-	-	-	-	6,873	-	25,274
Transportation	17,096	43,117	1,559	249,991	87,481	80,286	171,733	1,597	-	-	-	-	12,613	-	665,473
Assistance to individuals	30,444	220,197	181,199	21,905	205	19,040	166,098	30	-	-	-	-	-	-	639,118
Insurance	2,497	1,571	-	38,954	-	2,909	7,146	376	-	-	-	-	4,164	-	57,617
Membership dues	-	-	-	270	-	4,582	7,076	-	-	-	-	-	6,303	-	18,231
Other expenditures	83,730	6,037	-	4,497	-	19,831	483	250	-	-	-	-	147,002	-	261,830
TOTAL FUNCTIONAL EXPENSES	\$ 1,594,194	\$ 933,221	\$ 190,863	\$ 7,473,473	\$ 776,957	\$ 1,772,275	\$ 3,228,210	\$ 74,476	\$ 2,582,523	\$ 7,313,483	\$ 1,636,049	\$ 1,112,717	\$ 2,399,758	\$ 1,112,717	\$ 31,088,199

COMMUNITY BRIDGES
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2013

	Case Management	Family Support	Respite Care	Residential, Day & Combined	Independent Living	Early Intervention	Consolidated Plans	Elderly	Subcontract Residential Services	Subcontract Combined Day / Residential	Subcontract Day & Consolidated Services	General Management	Subcontract General Management	2013 Total
Salaries and wages	\$ 826,282	\$ 445,265	\$ 9,813	\$ 2,087,907	\$ 439,143	\$ 757,681	\$ 1,336,095	\$ 146,591	\$ -	\$ -	\$ -	\$ 1,054,101	\$ -	\$ 7,102,878
Employee benefits	201,161	118,551	280	760,592	157,903	257,471	309,755	23,439	-	-	-	226,649	-	2,055,801
Payroll taxes	63,421	35,514	787	161,672	35,973	59,243	106,127	11,874	-	-	-	80,672	-	555,283
Family business	-	-	-	-	-	4,575	115,257	-	-	-	-	-	-	115,257
Contracted substitute staff	-	-	-	842	-	-	3,465	-	-	-	-	42,642	-	51,524
Client treatment services	-	14,038	-	1,225,881	1,100	-	275,942	-	-	-	-	-	-	1,516,961
Client therapies	-	-	-	159,851	-	392,769	50,574	-	-	-	-	7,661	-	603,194
Accounting	-	-	-	-	-	1,722	35,061	-	-	-	-	-	-	44,444
Audit fees	-	-	-	-	-	-	-	-	-	-	-	10,900	-	10,900
Legal fees	-	-	-	-	-	-	-	-	-	-	-	48,617	-	48,617
Other professional fees and consultants	78,432	2,003	-	253,302	1,248	15,210	79,789	1,590	-	-	-	180,218	-	611,792
Subcontractors	-	-	-	-	-	-	52,219	-	2,345,216	6,261,699	3,801,889	-	1,085,011	13,546,034
Non-subcontractors	19,479	-	-	-	-	-	334,483	-	233,552	127,752	8,676	-	-	723,942
Staff development and training	16,903	4,123	-	22,665	-	6,850	2,227	1,363	-	-	-	35,106	-	89,237
Rent	44,185	44,185	-	50,846	-	39,889	4,635	3,090	-	-	-	109,706	-	296,536
Client mortgage payments	-	-	-	36,585	-	-	10,391	-	-	-	-	-	-	46,976
Utilities	-	-	-	70,053	-	-	-	-	-	-	-	-	-	70,053
Building maintenance and repairs	4,456	4,159	-	51,270	-	4,456	1,176	297	-	-	-	12,385	-	78,199
Property taxes	-	-	-	6,379	-	-	-	-	-	-	-	-	-	6,379
Other occupancy costs	-	-	-	816	-	-	-	-	-	-	-	-	-	816
Office	11,160	4,858	-	26,508	-	5,772	1,927	2,045	-	-	-	30,793	-	83,063
Building/household	865	1,270	-	29,368	-	774	114	879	-	-	-	20,166	-	53,436
Client consumables	-	-	58	40,181	-	8,642	5,904	-	-	-	-	-	-	54,785
Medical	-	-	-	682	-	-	42	-	-	-	-	-	-	724
Equipment rental	3,062	3,060	-	4,647	-	6,072	979	243	-	-	-	6,362	-	24,425
Equipment maintenance	786	958	-	1,194	-	1,964	251	63	-	-	-	78,651	-	83,867
Depreciation	-	-	-	-	-	-	-	-	-	-	-	184,953	-	184,953
Advertising	570	170	-	2,744	-	1,619	2,304	885	-	-	-	5,260	-	13,552
Printing	2,669	3,596	-	853	-	7,109	650	314	-	-	-	2,231	-	17,422
Telephone/communications	5,038	4,500	-	10,862	-	7,702	1,481	634	-	-	-	10,822	-	41,039
Postage/shipping	2,644	4,256	-	4,018	-	5,287	846	211	-	-	-	5,987	-	23,250
Transportation	7,785	53,184	-	240,718	-	78,070	133,110	4,718	-	-	-	16,572	-	625,479
Assistance to individuals	57,707	205,496	-	17,370	23	22,557	170,023	-	-	-	-	-	-	659,146
Insurance	2,066	1,451	-	31,260	-	2,712	4,684	493	-	-	-	14,210	-	56,876
Membership dues	-	-	-	3,185	-	4,393	8,858	-	-	-	-	3,245	-	19,681
Other expenditures	49,592	7,206	-	5,575	-	25,213	941	-	-	-	-	181,910	-	270,437
TOTAL FUNCTIONAL EXPENSES	\$ 1,398,263	\$ 957,843	\$ 197,705	\$ 5,307,826	\$ 725,916	\$ 1,717,752	\$ 3,049,310	\$ 198,729	\$ 2,578,768	\$ 6,389,451	\$ 3,810,565	\$ 2,369,819	\$ 1,085,011	\$ 29,786,958

The Accompanying Notes Are An Integral Part
Of These Financial Statements

COMMUNITY BRIDGES
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2014 and 2013

	2014	2013
CASH FLOWS PROVIDED BY (USED IN)		
OPERATING ACTIVITIES		
Cash received from support and revenue	\$ 30,048,283	\$ 31,266,925
Cash paid to suppliers and employees	(31,741,663)	(29,322,253)
Interest received	1,430	1,525
Interest paid	(53,605)	(46,293)
	<u>(1,745,555)</u>	<u>1,899,904</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
CASH FLOWS PROVIDED BY (USED IN)		
INVESTING ACTIVITIES		
Purchases of property and equipment	(2,116,844)	(285,007)
CASH FLOWS PROVIDED BY (USED IN)		
FINANCING ACTIVITIES		
Proceeds from line of credit, net	800,000	-
Proceeds from bank financing	490,783	108,000
Principal payments on debt	(100,415)	(66,611)
	<u>1,190,368</u>	<u>41,389</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES		
NET INCREASE (DECREASE) IN CASH	(2,672,031)	1,656,286
CASH, Beginning of Year	<u>2,867,105</u>	<u>1,210,819</u>
CASH, End of Year	<u>\$ 195,074</u>	<u>\$ 2,867,105</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:		
Change in net assets	\$ 664,578	\$ 1,059
Adjustments:		
Depreciation	205,738	184,953
Change in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(1,075,444)	833,243
Promises to give	(4,000)	4,225
Prepaid expenses	(75,918)	(46,101)
Increase (decrease) in:		
Accounts payable	(984,922)	380,803
Deferred revenue	(623,620)	642,965
Accrued payroll	83,798	(109,479)
Accrued vacation	64,235	8,236
	<u>(1,745,555)</u>	<u>1,899,904</u>
Net cash provided by (used in) operating activities		

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Community Bridges (the Agency) is a not-for-profit organization established in May 1983. It contracts with the New Hampshire Department of Health and Human Services (DHHS) to provide an array of community-based services and support for those with developmental disabilities located in the Merrimack County area of New Hampshire. Its major function is the coordination of services and support with those who are eligible to receive it. The majority of its funding is from federal and state government programs. Every five years the Agency must be re-designated by the State as an area agency to provide community services.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Agency and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions are met in the fiscal year in which the contributions are recognized.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Agency. There were no permanently restricted net assets at June 30, 2014 and 2013.

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

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

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 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 financial statements, the Agency considers cash in bank accounts and all other highly liquid investments with an original maturity of less than three months to be cash equivalents. The only cash equivalents at June 30, 2014 and 2013 were overnight investments in government securities made through commercial sweep accounts with the Agency's bank.

Cash Held and Funds Payable for Consumers

The Agency acts as custodian over funds of several consumers for a minimal fee. Cash is deposited and checks are drawn on a special bank account for the convenience of consumers. These funds are not the property of the Agency and, accordingly, are recorded as an asset with a corresponding liability in the same amount on the Agency's Statement of Financial Position. These accounts are offsetting and have no impact on the Agency's cash flow.

Property and Equipment

The Agency records property and equipment at cost. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment (Continued)

expense as incurred. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets. The ranges of the estimated useful lives are:

	<u>Years</u>
Buildings and improvements	10-30
Equipment and furniture	5-10
Vehicles	3-5

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Agency's income tax filings are subject to audit by various taxing authorities. The Agency's open audit periods are 2011 through 2013. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

Bad Debts

The Agency uses the allowance method of accounting for bad debts. An allowance of \$65,492 and \$47,050 was required at June 30, 2014 and 2013 respectively, based on specific identification of uncollectible accounts.

Functional Allocation of Expenses

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

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE B. PROPERTY AND EQUIPMENT

Property and equipment consists of the following at June 30, 2014 and 2013:

	2014	2013
Land	\$ 622,099	\$ 320,847
Building and improvements	2,855,297	1,471,186
Equipment and furniture	1,043,642	975,207
Vehicles	600,260	581,760
Progress payments	372,966	28,420
	5,494,264	3,377,420
Less accumulated depreciation	1,997,294	1,791,556
	\$ 3,496,970	\$ 1,585,864

NOTE C. CONCENTRATIONS OF RISK

The Agency received 89% and 94% of its funding from Medicaid for the years ended June 30, 2014 and 2013, respectively. Additionally, 94% of the June 30, 2014 and 2013 net accounts receivable balance was due from Medicaid.

Community Bridges maintains accounts at two banks. At June 30, 2014, cash at one institution totaled \$334,861. The total uninsured balance was \$84,861 as of June 30, 2014. At June 30, 2013 the Agency had no cash balances exceeding FDIC insured limits.

At June 30, 2014 and 2013, the Agency had \$763,919 and \$3,398,593 respectively invested in repurchase agreements that were secured by marketable securities of federal agencies. The funds were not insured by the Federal Deposit Insurance Corporation.

NOTE D. OPERATING LEASES

The Agency leases office facilities used for service coordination and administrative services pursuant to the terms of several six-year leases that expire in October 2019. The leases provide for two, two-year renewal options. The lessee is responsible for all utilities, repairs and maintenance, and insurance. The lessee is also responsible for a pro rata share of the real estate taxes and common area costs over a base. The base rent in the first year is \$295,283 per annum. The lease amount increases annually up to \$338,192 for year six.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE D. OPERATING LEASES (Continued)

The Agency leased office facilities used for administrative services pursuant to the terms of a five-year lease that expired in August 2013. The lessee was responsible for all utilities, repairs and maintenance, and insurance. The base rent in the first year was \$111,112 per annum. The lease amount increased annually up to \$156,452 for year five. Upon expiration of the lease on August 31, 2013, the Agency declined the option to renew, but continued as a tenant-at-will through November 1, 2013.

A vehicle lease was entered into in May 2013 at \$273 per month for 36 months. The Agency is responsible for all maintenance and repairs.

The Agency also leases office equipment pursuant to the terms of a 63 month lease at \$962 per month.

Total facilities rental expense, including rent payments for consumers, was \$342,292 and \$296,536 for the Years Ended June 30, 2014 and 2013, respectively.

The future minimum rental payments due under these operating leases are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2015	\$ 300,588
2016	308,982
2017	317,423
2018	326,229
2019	335,208

NOTE E. LINE OF CREDIT

The Agency has established a \$1,600,000 working capital line of credit with a local bank. On February 7, 2013 the agency was granted a temporary increase in the line of credit to \$3,100,000. The temporary increase expired on September 12, 2013. Interest at the Wall Street Journal prime rate is due monthly. Principal with accrued unpaid interest are due on demand. The line of credit is secured by all assets of the Agency. The balance outstanding at June 30, 2014 was \$800,000. There was no outstanding balance at June 30, 2013.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE F. NOTES PAYABLE TO BANK

Notes payable to bank consisted of the following as of June 30:

	<u>2014</u>	<u>2013</u>
6.84% mortgage note payable bank, monthly installments of \$972 of principal and interest, through December 2022, secured by land and building	\$ 75,100	\$ 81,393
1.0% note payable state public agency, monthly installments of \$863 of principal and interest, through September 2014, secured by vehicles	2,586	12,865
6.9% mortgage note payable bank, monthly installments of \$1,291 of principal and interest, through September 2040, secured by land and building	187,617	190,068
Variable-rate mortgage note payable bank, secured by land and building, payable in monthly installments of principal and interest through January 2027. Interest is based on the Three Year Treasury Bill adjusted to a constant maturity plus a margin of 2.75 percentage points. As of June 30, 2014 and 2013 the interest rate was 3.14%, with monthly installments of \$479.	59,476	63,259
6.52% mortgage note payable bank, monthly installments of \$1,322 of principal and interest, through February 2025, secured by land and building	121,707	128,744
5.75% note payable bank, monthly installments of \$769 of principal and interest, through March 2014, secured by a vehicle	-	6,773
6.24% note payable bank, monthly installments of \$1,817 of principal and interest, through April 2027, secured by land and building	192,182	201,660

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE F. NOTES PAYABLE TO BANK (Continued)

2.95% note payable bank, monthly installments of \$1,940 of principal and interest, through January 2018, secured by vehicles	79,018	99,545
1% note payable state public agency, monthly installments of \$1,111 of principal and interest, through July 2017, secured by a vehicle	40,476	53,334
2.0% note payable state public agency, monthly installments of \$679 of principal and interest, through October 2020, secured by land and building	48,172	-
No interest note payable state public agency, Organization only required to repay principal if property is sold. Secured by land and building	62,031	-
3% note payable state public agency, monthly installments of \$746 of principal and interest, through April 2020, secured land and building	47,823	-
1% note payable state public agency, monthly installments of \$1,709 of principal and interest, through July 2017, secured by land and building	90,223	-
5.77% note payable bank, monthly installments of \$1,863 of principal and interest, through March 2029, secured by land and building	<u>221,598</u>	<u>-</u>
	1,228,009	837,641
Less current portion	<u>(112,769)</u>	<u>(79,605)</u>
	<u>\$ 1,115,240</u>	<u>\$ 758,036</u>

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE F. NOTES PAYABLE TO BANK (Continued)

Annual principal payments for the next five years are as follows:

2015	\$	112,769
2016		114,091
2017		118,196
2018		100,449
2019		79,358
Thereafter		<u>703,146</u>
		<u>\$ 1,228,009</u>

NOTE G. ADVANCED PAYMENTS

The State of New Hampshire changed its Medicaid billing services provider in 2013. During the time period of the change, the Agency was unable to receive approval for claims or receive timely payment on approved claims. The State of New Hampshire advanced payments for services rendered during the period. The advanced payments which totaled \$2,102,388 at June 30, 2013 were reported as a reduction of accounts receivable. There were no advance payments at June 30, 2014.

NOTE H. DEFERRED REVENUE

Deferred revenue consists of the following at June 30:

	2014	2013
Family Support funding in excess of expenditures	\$ 136,295	\$ 149,795
START Center	-	500,000
Bureau of Developmental Services 2014 funding	<u>95,603</u>	<u>205,723</u>
	<u>\$ 231,898</u>	<u>\$ 855,518</u>

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE I. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes or periods at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Partners in health	\$ -	\$ 4,752
Employee wellness	18,022	16,640
Competency and credentialing system	21,454	50,713
Autism grant	<u>3,596</u>	<u>3,596</u>
	<u>\$ 43,072</u>	<u>\$ 75,701</u>

NOTE J. RETIREMENT PLAN

The Agency maintains a 403(b) plan for its employees. All employees are eligible to contribute to the plan. The Agency does not contribute to the plan.

NOTE K. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2014 and 2013, because of the relatively short maturity of these instruments. The carrying value of long-term debt, including the current portion, approximated fair value as of June 30, 2014 and 2013, based on current borrowing rates for loans with similar maturities.

NOTE L. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through February 3, 2015, the date that the financial statements were available to be issued.

COMMUNITY BRIDGES
BOARD OF DIRECTORS

2014-2015

David Ossoff

President

Owner, Endicott Trading Corp

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Member since: September 2011

Term expires: May 2016

Kristin Philips – Consumer

Vice President

Co-owner -Public Relations Firm

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Member since: March 2010

Term expires: March 2016

William Cohen

Treasurer

Business & Financial Consultant

William Cohen

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Member since: November 2006

Term expires: May 2015

Bob Quinn – Consumer

Secretary

Government Affairs Director, NH
Association of Realtors

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Member since: September 2011

Term expires: May 2016

Alice Young – Consumer

Insurance Professional

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]om
Member since: May 2012

Term expires: May 2015

Betsy McNamara – Consumer

[REDACTED]
[REDACTED]
[REDACTED] et

Member since: May 2002

Term expires: June 2015

Development Consultant

[REDACTED]

Bradley Hosmer

[REDACTED]
[REDACTED]
[REDACTED] com

Member since: March 1997

Term expires: May 2016

Owner/President

Beta Consulting Group, Concord

[REDACTED]

Elizabeth Bornstein - Consumer

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] et

Member since: August, 2013

Term Expires: August 2016

Assisting Living Aide, Part-time

Frank Davis

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Member since: January 2012

Term Expires: December 2014

Retired Teacher, ouse Rep.

Glenn Stuart – Consumer

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Member since: June 2005

Term expires: June 2015

New England College: Theatre Professor

[REDACTED]

Roy Gerstenberger



Assistant Director Region IV Developmental Services Inc. Region IV Area Agency Concord, NH	1993 - present
Program Director Residential Resources Inc. Salem, NH	1989 - 1993
Program Specialist United Developmental Services Region XII Area Agency Lebanon, NH	1986 - 1989
Case Coordinator Counseling Service of Addison County Middlebury, VT	1983 - 1986
ICF-MR Program Manager Counseling Service of Addison County Middlebury, VT	1981 - 1983
ICF-MR Program Manager Washington County Mental Health Agency Montpelier, VT	1980 - 1981
Graduate Intern Johnson State College Johnson, VT	1979 - 1980

* * * * *

Master of Arts in Education, 1980
Johnson State College, Johnson VT

Bachelor of Arts, 1979
Middlebury College, Middlebury VT

SUMMARY OF QUALIFICATIONS

A results oriented **Chief Financial Officer** with over twenty years of proven financial, operations and reimbursement experience. Bottom line oriented with documented net revenue optimization and cost management abilities. Able to resolve complex financial issues and communicate effectively at all levels. A team leader providing motivation, training and support by example.

AREAS OF STRENGTH

- Financial Management • Accounting • Budget • Reimbursement •
- Patient Accounting • Managed Care • Physician Contracting •
- Strategic Financial Planning • Materials Management •
- Decision Support • Feasibility Analysis •

PROFESSIONAL EXPERIENCE

Community Bridges
Chief Financial Officer

See attached Job Description.

August 2014- Present

Maine Coast Healthcare Corporation
Interim Chief Financial Officer

July 2012- June 2014

Reporting to the CEO, responsibilities include directing the financial operations of: Maine Coast Healthcare Corporation: Parent organization for: Maine Coast Memorial Hospital, Medical Realty, Physician Associates and the Foundation. Maine Coast Memorial Hospital is a 64 bed community hospital located in Ellsworth, Maine. Consolidated annual gross patient service revenues total \$175 million. Net patient service revenues total \$90 million. The allocation of GPSR is: 27% inpatient, 55% outpatient, and 18% physician services. MCMH employs 95% of the medical practitioners (35) in the area with medical offices located on campus and throughout the county. Consolidated total assets are \$71 million with 63% equity ownership. The hospital is designated a MDC for Medicare inpatient and is a DSH qualified facility. The organization employs 558 full time equivalent employees and breaks even from operations. ED visits approximate 20,000 annually with 50% of admissions derived from the Emergency department. Medicare CMI is 1.30 with Medicare, Medicaid, Blue Cross and Aetna accounting for the majority of overall payor mix utilization. Approximately 80 ftes report to the CFO position comprised of the following departments: Finance, Revenue Cycle, Information Technology, Patient Billing, Registration, Materials Management, Health Information Technology, and Operations and Maintenance of Plant.

Morton Health Foundation and Affiliates
SVP: Chief Financial Officer and Treasurer

October 2010- June 2012

Reporting directly to the CEO, responsibilities include directing the financial operations of: Morton Hospital and Medical Center (154 Beds), Morton Property, Inc., Morton Physician Associates, Inc., Community Counseling of Bristol County and Morton Health Foundation, Inc. Consolidated total annual net revenues of \$158 million. Supervision of a staff of 62 FTEs: Patient Registration, Patient Accounting, Accounting, Finance and Payroll, Budget, Revenue Systems, Compliance, Centralized Scheduling and Physician Services.

- Successful completion of September, 2010 year end audit: unqualified opinion, operating margin 1.2%.
- Negotiated all Managed Care contracts.
- Completed due diligence for Clinical and Business Partnership working with Navigant Consulting.
- Negotiated Leases, Physician and Union (MNA) contracts.
- Instituted monthly departmental responsibility reporting process.
- Oversaw preparation of Budgeting process to include \$8.7 million in Board approved initiatives.
- Formalized policies and procedures including Business Office and Capital Acquisition process.
- Assured the timely and accurate preparation and presentation of monthly interim Financial Statements.
- Oversaw due diligence process resulting in Hospital acquisition by Steward HealthCare, Inc.

- Wound down “Old Co” activities, transitioned to Steward centralized financial operations June 2012.

Lowell General Hospital – Lowell, MA
Chief Financial Officer

**Aug. 2002-
 Sept. 2010**

Directed the financial operations of the Lowell General Corporation which consists of: Lowell General Hospital (198 Beds), the Community Health Center, the Visiting Nurse Association, LGH Medical Groups, PHO, and LGH Medical Building Services (MOB and SurgiCenter). Total annual net revenues \$250 million. Supervise a staff of 210 FTEs for: General Accounting, Billing and Collections, Admitting, Registration and Central Scheduling, Purchasing, Case Management, Budget, Reimbursement, Decision Support, Medical Records and the PHO.

- Positive Operating Margins since 2002, currently at 2.3% with Excess of Revenues over Expenses of 3.8%.
- Developed 5 year strategic financial plan including operating, cash flow and capital budgets.
- Oversaw financial pillar patient/employee/physician satisfaction process.
- Oversaw Investment Committee for Endowment and Pension Plan.
- Reduced Accounts Receivables from 55 to 37.5 days net with corresponding increase in liquidity.
- Hospital Bond rating upgraded to A- stable and AAA (Insured basis).
- Negotiated all Managed Care Contracts including Global Capitation risk sharing arrangements.
- Oversaw supply chain, capital ,net revenue and productivity reporting and monitoring.
- Chaired interdisciplinary net revenue enhancement teams.

Hospital Corporation of America – Parkland Medical Center, Derry, NH
Chief Financial Officer

**March 2001-
 Aug. 2002**

Directed the financial operations of the healthcare system for the Medical Center, Surgery Center, Medical Office Building and Physician Practices. Consolidated ebitda of \$12,000,000, operating margin of 20%. Supervised a staff of 80 FTEs for Business Office, Accounting, Medical Records, Information Systems, Case Management and Purchasing.

- Improved operating margins by 25%.
- Consolidated Business Office and supply chain.
- Developed strategic financial plan.
- Negotiated Managed Care contracts.
- Oversaw capital projects, operational budgets and related cash-flows.
- Assured the timely and accurate preparation of financial reports.

HCA MetroWest Healthcare System, Inc. - Framingham, MA
Chief Financial Officer

**1997-
 March 2001**

Directed the financial operations of the healthcare system consisting of two acute care teaching hospitals (425 beds), the Home Health Agency, the Affiliated Medical Practice division, the Mental Health division, and Property Services. Total annual net revenues \$165,000,000. Supervised a staff of 180 FTEs for Information Systems, Accounting, Billing and Collection, Medical Records, Admitting, Registration and Central Scheduling, Purchasing, Budget and Reimbursement, and Case Management.

- Improved net revenues through accounts receivable management, rate sensitivity analysis, reimbursement, departmental consolidations and restructuring, thus increasing operating margin to +5% from -2%.
- Negotiated risk sharing contracts with HMOs and independent physician group practices.
- Improved the integrity of the internal financial statements by instituting a monthly balance sheet and operational review process.
- Disclosed net revenue opportunities through purchase accounting and revenue cycle/chargemaster initiatives.
- Oversaw hospital compliance policies and procedures.
- Oversaw hospital sale to Tenet.

North Broward Medical Center – Pompano Beach, FL
Assistant Administrator – Finance/Operations

1991-1997

Administered the financial operations for the hospital (411 beds), the Home Health agency (170,000 visits annually), the Rehabilitation unit, Hospice, Sub-Acute Unit, Physician Practices and Primary Health Clinics. Directed a staff of 280 FTEs for Fiscal Services, Budget and Reimbursement, Medical Records, Utilization Management, Social Services, Security,

Neurodiagnostics, Radiology and Laboratory. Acted in a liaison capacity to system-wide services of Materials Management, MIS and Central Supply. Additional responsibilities included Certificate of Need financial feasibility program preparations, computer conversions and managed care contracting.

- Implemented a hospital restructuring program reducing FTEs per A.O.B. from 4.6 to 4.0.
- Participated on Process Improvement Teams for non-salary expense reductions, labor productivity, MIS and Risk Management resulting in savings of \$1,000,000.
- Negotiated, developed and executed employment and service agreement contracts with physicians including gainsharing and capitation arrangements.
- Obtained exempt unit status for rehabilitation unit and hospital based skilled nursing unit.
- Wrote Certificate of Need Financial Feasibility application for Open Heart Program and Trauma.
- Integrated Pharmacy, Laboratory and Radiology (M.I.S.) systems.

Hospital Corporation of America – Newton, MA **1983-1991**
Chief Financial Officer – Quincy Medical Center

Directed the financial operations of the healthcare corporation including the hospital (334 beds), Home Health Agency, P.H.O., D.M.E. Company, Psychiatric Unit and the Charitable Trust. Directed a staff of 110 FTEs for Accounting, Reimbursement, Budgeting, Patient Accounting, Admitting, Data Processing, Internal Audit, Medical Records and Purchasing. Additional responsibilities included accounting for the \$60,200,000 F.H.A. insured hospital revenue bond total replacement project, computer conversion, DRG cost accounting implementation, negotiation of physician contracts, HMO agreements and joint venture activities.

Hospital Corporation of America – Newton, MA **1981-1983**
Director of Reimbursement

Wentworth Douglas Hospital- Dover, NH **1978-1981**
Controller

Blue Cross/Blue Shield – Jacksonville, FL **1973-1978**
Senior Medicare Auditor

EDUCATION

Masters in Business Administration
University of Southern New Hampshire, Manchester, NH
Bachelor of Science
University of South Florida, Tampa, FL

PROFESSIONAL AFFILIATIONS

Fellow, Healthcare Financial Management Association
Associate, American College of Healthcare Executives
Member, MHA Committee on Finance



Tracey Loneragan

Objective

To obtain an executive support position with a company that values experience and where my critical thinking, organizational and project management skills will be effectively utilized.

Experience

1998-2001 University of New Hampshire Manchester, NH

Renovation Project Coordinator (special assignment project manager for purchase and renovation of Amoskeag Mill building into our new campus)

- Coordinated renovation of 75,000 sq. ft. mill. This included space planning, data/telecom, interior design, furniture, signage, and moves. Teamed with architect and construction mgr. to insure a successful project
- Maintained project budget including grant funding components to insure all grant requirements were met
- Assisted legal counsel with due diligence and deed searches
- Interfaced with University Administration and Manchester City Officials
- Established policies, procedures and standards for the new building
- Supervised the dean's office support staff, reception, and the facilities dept., and created and maintained budgets for these departments
- Maintained vendor relationships from purchasing to payment
- Participated on college Executive Committee, reviewed and set new policies for college

1995-1998 University of New Hampshire Manchester, NH

Administrative Manager/ Assistant to the Dean

- Managed dean's calendar including complex meeting and travel scheduling
- Managed dean's office budget and auxiliary budgets from creation to accounts payable and reconciliation
- Prepared PowerPoint presentations, Excel reports and handled numerous special projects for the dean
- Coordinated faculty fellowships/grants and wrote request for proposals
- Managed travel arrangements for dean, faculty, staff and job candidates
- Planned special events and conferences including room and equipment rentals to catering, flowers and music

1988-1994 University of New Hampshire Manchester, NH

Assistant to the Dean

- Performed complex meeting scheduling, attended executive and board meetings and took minutes
- Typed correspondence, created reports, and managed databases
- Managed office communications including voice, hard copy and electronic
- Handled confidential matters in accordance with University procedure

1987-1988 Racal-Redac, Ltd. Westford, Ma
Purchasing Assistant

1983-1987 Centronics Corporation Hudson, NH
Production Control Coordinator

Education 1991-1997 University of New Hampshire Manchester, NH

- B.A., History major, English minor
- Graduated Magna Cum Laude
- Graduate coursework in Public Administration and Leadership

Awards 1997 Presidential Award of Excellence recipient – chosen from 900 support staff to receive this award for outstanding service and dedication to the University.

Skills and Qualities

Critical thinking skills

Problem-solving ability

Excellent interpersonal and communication skills

Detail oriented

Highly motivated

Flexible, proactive, self-starter

Common sense and sound judgment

Independent thinker

Matyre, responsible and professional

Sherry Harding

SUMMARY

A proactive Senior Human Resources professional with strong leadership skills in strategic planning and the design of HR programs based on company-oriented goals. Full generalist experience with extensive experience in employee relations, recruitment, benefits/compensation, project management, training, and change management. Certification obtained through the Society for Human Resource Management, SPHR certified since 2001.

KEY QUALIFICATIONS

High level of creditability/professionalism
Recruitment/Interviewing
Training/Assessment/Education
Excellent Project Management Skills
Reward/Recognition Programs
Health and Safety/Workers Comp.
Compensation/Benefit Programs

Coaching/Mentoring/Succession Planning
Employee Relations/Problem Resolution
Superior Interpersonal Skills
Policy and Procedure Implementation
Organization Development/Strategic Planning
Performance Review/Management
HRIS Systems/Implementation

PROFESSIONAL EXPERIENCE

Fidelity Investments, FESCo, Solution Delivery, NH **Project Management Resource/HR Manager**

08/2007 - Present

Provide human resource and talent management leadership to BA community for Project Management Office.

- Successfully managed competency project to introduce paperless development analysis with comprehensive individual development plans for all associates.
- Organized and managed bonus review cycle for all full time associates. This included project timelines, meetings, collection of feedback profiles, and compiling data for leadership review.
- Utilize my coaching and mentoring skills to provide consulting to PM, Director and VP level associates on employee relations, work performance, and organizational development.
- Manage all performance activities for PMO as well as specific management duties for eleven direct reports for day to day operational activities.

New Hanover Regional Medical Center, NC **Director of Human Resource Operations**

11/2006 – 07/2007

Provide ongoing consulting leadership in a large healthcare system with 4800+ employees. Focus is on complete process and improvement of recruitment and employee relation functions.

- Analyzed and implemented new recruitment practices to streamline recruitment process in order to satisfy hiring manager needs and to attract top talent.
- Successfully hired six new staff members and filled vacancies for HR Department to complete new organizational structure of HR Department.
- Effectively work with managers and directors to improve communications between HR and our internal customers to ensure a consistent HR presence and set standards for all HR related functions in the areas of recruitment and employee relations.
- Implemented new Business Partner model to organization providing needed employee relations specialists to meet organizational needs for customer services and organizational pillar standards.
- Provide leadership to 14 HR professionals ensuring a coaching, mentoring experience that has increased employee morale and produced highly effective results during the change management process.

Catholic Medical Center, NH

03/2001-11/2006

Director of Employment and Employee Relations

Provide human resource leadership in a multi-facility environment with 1500+ employees with a high focus on employee relations, management consulting and strategic planning.

- Effectively dealt with a high level of employee relations to include investigations, mediation, conflict resolution, career counseling, problem resolution, and coaching. Successfully counsel and/or coach employees and managers regarding employee relation's issues in complex situations staying within policies and legal environment requirements.
- Built a Human Resources team, which influenced key business decisions, including hiring and retaining key personnel in a tight labor market.
- Successfully implemented a case management system, which resulted in decreased workers compensation costs and improved employee relations.
- Instituted successful change management in the increased awareness of performance issues, process and procedure issues, and cross training functionality.
- Successfully lead team of recruiters to revamp and continuously improve process and procedures for recruitment, orientation, performance management, and all HR procedures in a fast paced environment.
- Maintain high level of creditability with all other departments in the facility fostering open communication and a high level of interpersonal communication resulting in increased use of human resources services.
- Established customer services standards for human resources group, which has lead to a superior reputation of the HR department as a resource center.
- Implemented Leadership Development Training Program company wide. This training includes leadership style, interviewing, team building, FMLA/Leave policy, and other related topics. Create training programs and teach programs on an annual basis.

NimCor, Inc., NH

03/1996-03/2001

Executive Director of Human Resources/Customer Service

Provided human resource leadership as part of an executive management team in a fast paced engineering/manufacturing environment took on responsibility for Customer Service group in 1999. Reported directly to the President.

- Provided hands on involvement implementing change management that contributed to the creation of a new company culture, requiring strong interpersonal and communication skills.
- Administer the health and safety for all company employees. Implemented an aggressive workers compensation program that resulted in cost savings of over \$100,000 the first year and also decreased accidents by 15% over a three-year period.
- Installed HRIS system resulting in improved coordination of reviews, training, and employee benefit record keeping. Successfully coordinated and established a wage scale for non-union company.
- Created HR policy and procedures and implemented a new employee handbook to meet state and federal law.
- Implemented a complete orientation program for new hires.
- Successfully analyzed and worked with broker to provide top-level benefit program within budget requirements set by the company CFO.
- Successfully introduced and set up policy and procedures for new customer service group resulting in increased productivity and customer satisfaction. Provided full training and upgrade of all customer relation policies with a focus on relationship management.
- Facilitated team based management training for various groups in the company resulting in improved productivity and more effective company communication.

Sowerby Healthcare, Inc., NH

08/1992-03/1996

Director of Business Services/Human Resources

Responsible for all human resources functions including payroll. Over 1,200 workers employed company wide. Organized and implemented all office systems.

- Successfully implemented an aggressive workers compensation program that resulted in cost savings of over \$50,000.00 the first year. Handled all benefit questions and claim administration for multiple policies.

- Designed and implemented a Morale Improvement Plan that included leadership training, communication training, and employee recognition program that led to improved employee relations and retention.
- Worked with corporate office to streamline communication and procedures between six facilities.
- Supervised office team of three individuals to meet the human resource/business office needs of the facility.
- Successfully recruited for health care professionals in a tight labor market. Resulting in fulfillment of job order in less than two weeks.
- Worked with Staff Development to develop a new orientation program, which increased new employee satisfaction.

Micron Medical Products, Inc., MA

Human Resources Representative/Office Manager

04/1987 – 09/1992

Organized and maintained all personnel and payroll files, including payroll taxes, bank reconciliation, and coordination of benefit compensation package for a start-up manufacturing company.

- Coordinated implementation of full benefit package, including training for all personnel regarding use of benefits. This resulted in increased satisfaction of employees regarding benefits offered by the company and improved employee retention.
- Responsible for weekly payroll, taxes, and deductions.
- Implemented employee orientation and training programs throughout company.
- Provided all benefit information and cost analysis to Controller for annual renewal of health, dental, short term/long term disability and workers compensation plans.
- Contributed to the financial team by providing all the analysis and bookkeeping for eight subsidiaries located throughout the country. Reported directly to Controller.

Software Knowledge: Microsoft, Lawson, Visonware, Decision Point, GroupWise, Access Central, Visio, Mercury, eWorkplace, PSW, Lotus, WordPerfect, ABRA Pay, Infinium, FrontPage, Made to Manage, Realworld Accounting, and LTC fund accounting.

Education:

Franklin Pierce College

- Associates Degree in Accounting – May 1993
- Bachelors Degree in Management/HR – May 1998

Southern New Hampshire University

- Master of Science – Organizational Leadership – May 2005

Certifications:

SPHR, since 2001

Certification in Professional/Life Coaching – UNH – June 2005

Memberships:

Society for Human Resources Management. SHRM

Manchester Area Human Resources Association, MAHRA

References:

Impeccable references provided by request

Barbara L. Drotos, MSW, LICSW

EDUCATION

SALEM STATE COLLEGE, SALEM, MA
Master of Social Work, 1992

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NH
Bachelor of Social Work, 1989

EXPERIENCE

2005 – Present

WIDE HORIZONS FOR CHILDREN, INC.

Concord, N.H.

NH/VT Regional Manager

Manager of Post Adoption Support and Education

- Provide overall leadership and management for the regional office in support of the agency's mission and goals
- Collaboration with child placing agencies, schools, and adoption related agencies within NH and VT
- Outreach and training to community organizations and schools regarding adoption related issues.
- Regional marketing: creating strategies and implementation.
- Member of Child Placing Agency committees in VT and NH
- Member of the NH Commissioner's Adoption Advisory Committee
- Specialty in assessing and placing children with special needs, including global developmental delays, cerebral palsy, Down's Syndrome, failure to thrive, and autism.
- Manager of Post Adoption Support and Education team of social workers
- Development of Post Adoption annual plan for the agency
- Coordination of adoption education for staff and clients throughout the United States
- Consultation to adoptive parents and teachers regarding trauma and attachment issues in the school setting.
- Development of quarterly e-newsletter for WHFC families
- Development and implementation of on-line educational webinars for staff, clients, and community professionals
- On-line and phone based clinical support, referral, and psycho-education for WHFC adoptive families in crisis throughout the United States

2007- PRESENT

CONCORD HOSPITAL

RIVERBEND COMMUNITY MENTAL HEALTH CENTER

Concord, NH

Emergency Services Clinician, per diem

- Clinical lethality assessment in hospital emergency room setting. Clients include children and adults. A broad representation of clients with mental illness in the greater Concord community. Professionally credentialed to include hospital admitting privileges. Crisis stabilization, support and referral to community resources.
- Collaboration and relationship building with community agencies.

2006 – PRESENT

EASTER SEALS

Consultant, Autism program, Parent Education and Support

Consultation to Autism Parent Education and Support program manager. Development and implementation of annual educational workshop for parents of children with autism.

1995 – PRESENT

GRANITE STATE COLLEGE

Education and Training Partnership

Adjunct Instructor

Teach courses for adult students on a variety of child welfare topics. Topics include but are not limited to grief and loss, parenting children with developmental and emotional disabilities, sexual abuse, childhood trauma, adoption and foster care. Curriculum development on the topics of grief/loss, attachment, foster care, adoption, sexual abuse and parenting.

1994 – 2005

CASEY FAMILY SERVICES

Concord, N.H.

Team Leader

- Management and supervision of a Specialized Foster Care and Post Adoption Program, servicing adoptive families and children. Clinical and administrative supervision of professional social workers providing therapy, case management, and educational services to the adoption community
- Technical assistance to community agencies and schools in the areas of adoption, foster care, and childhood trauma.
- Supervision of two state contracts providing support and technical assistance to the state foster care and adoption system (*original social worker on contract providing mediation and support to NHFAPA*)
- Statewide and division wide conference planning and implementation
- Development and facilitation of parent support groups
- Expertise in attachment and attachment disorders, child trauma and its effects, and family intervention.
- Development and oversight of pre-service training for foster parents, including training staff as trainers of the curriculum
- A certified trainer in the Mandt system of managing people (de-escalation techniques)

1992 – 1994

MSPCC FAMILY COUNSELING CENTER

Lawrence, MA; H.O.M.E. Team Family Therapist

1990 - 1992

DEPARTMENT OF SOCIAL SERVICES

Lowell, MA; Social Worker

1989 – 1990

RESIDENTIAL RESOURCES

Keene, NH; Residential Manager

Supervision of two group homes for adults with severe and profound developmental disabilities.

OTHER EXPERIENCE:

CURRENT FOSTER PARENT TO AN ADOLESCENT FOLLOWING ADOPTION DISRUPTION

GUARDIAN OF A YOUNG ADULT WITH CLOSED HEAD INJURY AND MENTAL ILLNESS (PREVIOUSLY IN FOSTER CARE)

MEMBER OF THE NH DISASTER BEHAVIORAL HEALTH RESPONSE TEAM (DBHRT)

PROFESSIONAL AND PERSONAL EXPERIENCE WITH ADULTS WHO HAVE DEVELOPMENTAL DISABILITIES

AFFILIATIONS

NATIONAL ASSOCIATION OF SOCIAL WORKERS (NASW)

WESLEY UNITED METHODIST CHURCH, CHAIR, FOSTER CARE AND ADOPTION MINISTRY TEAM, CONCORD, NH

BOARD MEMBER, CHILDRENS TREE OF LIFE, INC, A 503C CORPORATION

Joshua Smith

OBJECTIVE

A highly motivated professional with international administrative healthcare experience and specialized organizational management training seeking to bring my expertise to the Residential and Day Program Director position with Community Bridges

SUMMARY OF QUALIFICATIONS

- Over Twelve years of experience working in high-demand healthcare projects; Fifteen years of experience in project management; inclusive of the recruiting, evaluating and management of staff
- Excellent motivation and communication skills
- Extensive experience in working on budget design and finance policies
- Strong administration coordination skills with ability to independently develop and adapt easily to new procurement and finance procedures
- Proven ability to design, implement, and sustain administrative protocols

EDUCATION

Master of Arts in Business Administration, (2014)

Norwich University, Northfield, Vermont

Focus: Organizational Leadership

Master of Arts in International Education, (2008)

School for International Training, Brattleboro, Vermont

Focus: Cross Cultural Management

Masters Thesis: The Holy Grail of Non-Profit Contract Negotiations: In Search of the Incorruptible Procurement Procedure

Bachelor of Fine Arts (1998)

Webster University, St. Louis, Missouri

High School Diploma (1994)

Blue Mountain Union School, Wells River, Vermont

PROFESSIONAL EXPERIENCE

Medical Administration Manager (2012)

Médecins Sans Frontières (Doctors Without Borders), Lagos - Nigeria

Coordinate and manage the entire administration MSF program in Nigeria; including Mobile Clinics, Antenatal Care, Nutrition, and Out Patient Department.

- Supervise the quality of support activities and conduct regular assessments, establish priorities, and rehabilitation needs for the health center and mobile clinics.
- Provided training in inventory, stock management, and warehousing.
- Direct supervision of 40 national and international staff and line manage program-wide support team.
- Updated and implemented new procurement and contract negotiation guidelines.
- Supervise upkeep and maintenance of vehicle and ambulance fleet

PROFESSIONAL EXPERIENCE CONTINUED

Regional Representative (2002 – 2004)

United States Peace Corps (USPC), Niger, West Africa

- Acted as a liaison between USPC administration, local government agencies, and village-based volunteers
- Developed and maintained positive working relationships with local authorities, government agencies and NGO's
- Advised volunteers in the following sectors: Community Health, Environment, Agriculture, Animal Husbandry, and Education
- Developed transportation, communication, and security protocols for satellite project sites
- Supervise upkeep and maintenance of vehicle fleet and housing properties.

Community Health Agent (2000 – 2002)

United States Peace Corps (USPC), Niger, West Africa

- Conducted extensive home visits to encourage sanitation, hygiene and HIV/AIDS prevention
- Collaborated in the National Vaccination Campaign for the Eradication of Polio.
- Planned and facilitated HIV/AIDS awareness activities.
- Collaborated with Global 2000 educating semi-nomadic people on the prevention, contractions, and treatment of Guinea Worm

Executive Director (1994 – 1999)

Green Mountain Youth Theatre, Groton, Vermont

- Initiated NGO/Non-Profit status for theatre
- Projected expenditures based on past costs; initiated fund raising for each theatre season
- Introduced an appreciation of the arts as a counseling and instruction tool
- Motivated students; challenged students attitudes for constructive change

COMPUTER SKILLS

Proficient in Microsoft Word, Microsoft Excel, PowerPoint, Adobe Acrobat and Reader, and HTML

CERTIFICATIONS

Advanced First Aid/CPR- April 2004 (American Red Cross), MOSS- February 2008 (UNDSS), Logistics Organization Training – May 2011 (MSF), Personal Security Course – September 2012 (ICRC)

REFERENCES

Marco Savio (Country Director): Action Against Hunger International
marco_oldest@yahoo.it

Anne Wood (Country Director): Merlin UK
annewood4@gmail.com

Steve Peterson (Country Director): United States Peace Corps
steveandjenp@yahoo.com

Community Bridges Job Description

Title: Vice President - Chief Financial Officer

Responsible to: Executive Director

Position Supervised: Business Office Staff

Basic Function:

Reporting to and partnering with the executive director, the chief financial officer will play a critical role in developing and implementing the strategy for Community Bridges and its long term financial success. As a member of the senior leadership team, the CFO will be an advisor and collaborator to the senior leadership team as well as several directors who have independent budgets, billing, and accounting practice needs based on their line of service. The CFO will be evaluating and assisting them with their financial plans as they pertain to both the department and overall agency strategic plans and objectives. S/he will be responsible for overseeing all the fiscal and fiduciary responsibilities for the agency.

The CFO supervises the controller of the Business Office who has eight direct reports who provide data collection, processing, analysis, billing and accounting functions. Overall responsibility and accountability for all accounting functions rolls up the CFO. The CFO makes presentations to the Board of Directors, Executive Director, state officials and Agency staff regarding financial subject matter.

The CFO will be an experienced leader with at least 10-14 years of broad finance experience, ideally beginning in accounting, followed by experience gathering and evaluating financial information and making actionable recommendations to senior leadership. S/he will have experience managing the finance function (accounting, budgeting, control, and reporting) within a diverse agency.

Minimum Qualifications:

Education: Minimum of a Bachelor's degree in Accounting and/or Finance. Master's degree preferred. CPA would be a plus.

Experience: 10-14 years' experience in progressively more responsible financial management positions.

Specific Duties and Responsibilities:

Strategy

- As a true business partner to the executive director, assess organizational performance against both the actual budget and community bridges long-term strategy. Develops tools and systems to provide critical financial and operational information to the executive direct and make actionable recommendations on both strategy and operations management.
- Report to the board finance committee, auditors, and other committees as requested around issues, trends, and changes in the operating model(s) and operational delivery. Assist in establishing yearly objectives and meeting agendas, and selecting and engaging outside consultants (auditors, investment advisors).
- Oversee long-term budgetary planning and costs management in alignment with community bridges nonprofit strategic plan, especially as the organization considers sponsorships, potential acquisitions, and collaborations with external organizations.
- Skilled in examining, developing, reengineering, and recommending financial policies and procedures as required and needed to enhance the overall skill and abilities of the business office department. Ability to be able to determine the needs of the department when growth or other partnerships are presented to the agency.

Financial and Operational Management

- Oversee all accounts, ledgers, and reporting systems, ensuring compliance with appropriate Generally Accepted Accounting Principles, regulatory requirements, and Office of Management and Budget audit requirements. Maintain internal control safeguards and coordinate all audit activities.

Community Bridges Job Description

11. Ability to envision and articulate the Business Office mission through effective communication, collaboration, and influencing.
12. In depth knowledge of computers, accounting systems, budgets, and related financial concepts and systems
13. Proven leadership ability in finance but must also possess collaborative business partner skills providing support and guidance to a diverse set of directors, leadership team, and service lines.
14. Knowledge of the NH Medicaid – DDS system

Required Trainings:

1. Social Role and Client Rights – In-house training at hire and every three years
2. Overview of DHHS – ~~at time of hire~~
3. Defensive Driving – at time of hire (within 6 months of hire date)
4. New Hire orientation to include; Blood borne Pathogens, back Safety, Safety Program. HR policies and HIPPA – at time of hire
5. Department orientation – at time of hire

Driving Level:

This position is a **Level One (1) employee**. Level one employees:

1. Drive individuals in their car
2. Use their car in frequently during their shift
3. Are required to take Defensive Driving at time of hire and every three years while employed
4. Are required to show proof of \$100,000/\$300,000 liability car insurance at time of hire and at renewal of policy

Physical Effort:

Walking and standing are required frequently with occasional stair climbing. Must be able to sit at a desk and use a computer for multiple hours each day.

Emotional Effort:

Work environment occasionally hectic with occasional periods of high stress. Ability to meet short deadlines and coverage of tasks for the department which requires flexibility in schedule and the ability to bring creative ideas.

I have both read and understand the expectations of me as described in the above job description. I have been provided a copy of this job description.

Employee Signature

Date

Supervisor Signature

Date

Created: 04/17/14

Revised:

F Drive/HR Documents/Job Descriptions/Directors

File Name: Vice President_ Chief Financial Officer

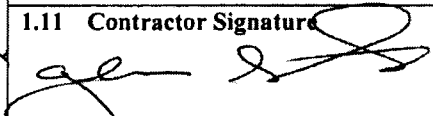
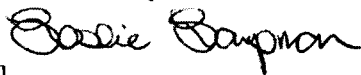
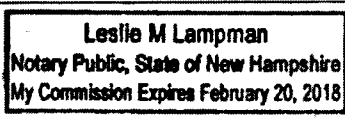
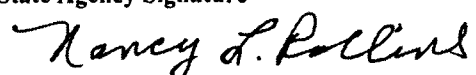
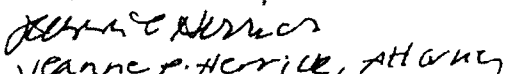
Subject: to provide Developmental and Acquired Brain Disorder Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name Community Bridges		1.4 Contractor Address 525 Clinton Street Bow, New Hampshire 03304-4609	
1.5 Contractor Phone Number (603) 225-4153	1.6 Account Number 05-95-93-930010-7013-102-500731, 7852-102-500731 7858-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,427,932
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory GLENN STUART, BOARD OF DIRECTORS PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/14/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace LESLIE LAMPMAN, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.


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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.


5/14/13

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: community support/independent living services, day services, family-centered early supports and services, family support services, family support partners-in-health, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders, and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.


1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Resident Review (PASRR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASRR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: 

Date: 5/14/13

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.


2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as

Contractor Initials: 
Date: 5/14/13

certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

3. FAMILY SUPPORT SERVICES / PARTNERS IN HEALTH PROGRAM:

The Family Support Services / Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions:

- 1 The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations;
- 5 and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.
- 6 In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 6.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 6.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 6.3 The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 7 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.

Contractor Initials:

Date: 5/14/13

- 8 The Contractor provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
2. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 2.7. Provide effective and evidence based family support practices.
 - Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - Integrate family support services with other agency services in region;
 - Incorporate the family support program within the agency's administrative structure;
 - Support a full time (35 hours or more per week) Family Support Coordinator;
 - Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - Promote community/regional participation in designing services and providing resources for families and children; and,
 - Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
 - 2.8. Provide educational opportunities to families, and training and support activities to Family Councils.

Contractor Initials: SS
Date: 5/14/13

- 2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.14. Completion of year-end summary of fiscal activities.

Contractor Initials:

Date: 5/14/13



2. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below.

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Community Bridges Two Whitney Road Concord, New Hampshire 03301	CSS 76 Day 1	117,974 481	L01
Independent Services Network PO Box 1111 Manchester, New Hampshire 03105	CSS 1	2,388	L12
Work Opportunities Unlimited 105 Loudon Road, Building 4 3 rd Floor Concord, New Hampshire 03301	CSS 1	2,080	L10
TOTALS	<u>CSS 78</u> <u>Day 1</u>	<u>CSS 122,442</u> <u>Day 481</u>	

2.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

2.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

[Handwritten Signature]
3/14/15

enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

2.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

2.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

2.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 2.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

2.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

2.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

3. DAY SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516 - "Adult Day and Work Activities," He-M 507 - "Day Habilitation," and/or He-M 518 - "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Community Bridges Two Whitney Road Concord, New Hampshire 03301	38 1	57,850 851	D01 D15
Community Services Council of New Hampshire 79 Sheep Davis Road Pembroke, New Hampshire 03275	10	42,241	D02
Lifeshare, Inc. 95 Eddy Road, Suite 602 Manchester, New Hampshire 03102	1	5,168	D16
Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	1	4,652	D34
Easter Seal Society of New Hampshire, Inc. Employment Development Services 2 Industrial Park Drive, Building 2 Concord, New Hampshire 03301	23	123,212	D07

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/17/13

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Lutheran Social Services of Northern New England 261 Sheep Davis Road, Suite A-1 Concord, New Hampshire 03301	6	27,109	D08
Granite State Independent Living 84 Iron Works Road Concord, New Hampshire 03301	2	3,821	D09
Work Opportunities Unlimited 43 Center Street Concord, New Hampshire 03301	17	70,868	D10
Independent Services Network 29 Center Street Penacook, New Hampshire 03303	8	35,134	D12
	<u>107</u>	<u>370,906</u>	

3.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: SS
Date: 5/11/13

4. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510 - "Family-Centered Early Supports and Services."

<u>NAME AND ADDRESS OF AGENCY</u>	<u>TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS</u>	<u>COST CENTER CODE</u>
Community Bridges Two Whitney Road Concord, New Hampshire 03301	515	E01

4.2. The Contractor agrees that should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.


5. FAMILY SUPPORT SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519 "Family Support Services" and He-M 513 - "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>FAMILIES PROVIDED WITH RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH NON-RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS</u>	<u>RESPITE UNITS</u>	<u>COST CENTER CODE</u>
Community Bridges Two Whitney Road Concord, New Hampshire 03301	439	0	189	250	72,586	F01 F02 F03

5.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/14/13

6. FAMILY SUPPORT SERVICES: PARTNERS IN HEALTH

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services to families with children with chronic health conditions in accordance with the service description(s) cited below and with He-M 523.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>TOTAL CONTACTS</u>	<u>COST CENTER CODE</u>
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Community Bridges
Two Whitney Road
Concord, New Hampshire 03301

100

385

F05

6.2. The Contractor hereby agrees that should the aggregate number of children served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

7. IN-HOME SUPPORT SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513 - "Respite", He-M 517 - "Environmental Modifications", and/or He-M 503 and 510 - "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Community Bridges Two Whitney Road Concord, New Hampshire 03301	36	844	199

7.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

7.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

7.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

7.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

8. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
Community Bridges Two Whitney Road Concord, New Hampshire 03301	Day	31	Day	129,876	C01, C09
	Res	31	Res	8,855	
	INT	4	INT	5,600	
Community Services Council of New Hampshire 79 Sheep Davis Road Pembroke, New Hampshire 03275	Day	14	Day	57,410	C02
	Res	13	Res	3,943	
The Institute of Professional Practice, Inc. 6 Chenell Drive, Suite 100 Concord, New Hampshire 03301	Day	7	Day	36,987	C03
	Res	7	Res	2,057	
Residential Resources 722 Route 3A, Suite 11 Bow, New Hampshire 03304	Day	8	Day	32,257	C04
	Res	8	Res	2,015	
Independent Services Network 29 Center Street Penacook, New Hampshire 03303	Day	12	Day	44,534	C05
	Res	11	Res	2,853	

State Fiscal Years 2014 and 2015

Contractor Initials: SB
Date: 5/14/13

COST
CENTER
CODE

TOTAL
ENROLLMENT

NAME/ADDRESS OF AGENCY

UNITS

C06

Day 1 3,859
Res 1 330

Community Strategies for New Hampshire
813 First New Hampshire Turnpike
Northwood, New Hampshire 03261

C07

Day 33 166,853
Res 32 8,731

Easter Seal Society of New Hampshire, Inc.
Employment Development Services
2 Industrial Park Drive, Building 2
Concord, New Hampshire 03301

C08

Day 9 37,860
Res 9 2,274

Lutheran Social Services of Northern New England
261 Sheep Davis Road, Suite A-1
Concord, New Hampshire 03301

C10

Day 6 20,570
Res 6 1,666

Granite Bay Connections, Inc.
41 South Main Street
Concord, New Hampshire 03301

C12

Day 1 5,769
Res 2 605

Robin Hill Farm, Inc.
P.O. Box 1067
Hillsboro, New Hampshire 03244-1067

C16

Day 1 4,652
Res 1 295

LifeShare Inc,
95 Eddy Road, Suite 602
Manchester, New Hampshire 03102

C17

Day 1 3,208
Res 1 246

Advocates, Inc.
1 Clarks Hill, Ste 305
Framingham, Massachusetts 01702

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/14/13

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Living Innovations PO Box 7881, 47 Tide Mill Road Greenland, New Hampshire 03840	Day 1 Res 1	Day 5,291 Res 314	C19
Siddarth Services 56 Stirling Avenue Hooksett, New Hampshire 03106	Day 2 Res 2	Day 9,620 Res 601	C21
Lakeview Neurorehabilitation Center 244 Highwatch Road Effingham, New Hampshire 03882	Day 1 Res 4	Day 5,698 Res 1,202	C23
Crotched Mountain Rehabilitation Center 137 Verney Drive Greenfield, New Hampshire 03047	Day 1 Res 1	Day 5,990 Res 333	C15
Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	Day 2 Res 2	Day 5,875 Res 488	C34
Brock Childrens Home 33 Fairview Road Pittsfield, New Hampshire 03263	Day 1 Res 1	Day 5,742 Res 291	C20
TOTALS	Day 132 Res 133 INT 4	Day 582,046 Res 37,099 INT 5,600	

8.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price

State Fiscal Years 2014 and 2015

Contractor Initials: DS
Date: 5/14/13

limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. RESIDENTIAL SERVICES

9.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Community Services Council of New Hampshire 79 Sheep Davis Road Pembroke, New Hampshire 03275	16	4,094	R01
The Institute of Professional Practice, Inc. 6 Chenell Drive, Suite 100 Concord, New Hampshire 03301	9	2,600	R02
Brock Children's Home 33 Fairview Road Pittsfield, New Hampshire 03263	2	537	R03
Independent Services Network PO Box 1111 Manchester, New Hampshire 03105	1	243	R12
Lakeview Neurorehabilitation Center 244 Highwatch Road Effingham, New Hampshire 03882	1	325	R14
Lifeshare, Inc. 95 Eddy Road, Suite 602 Manchester, New Hampshire 03102	1	257	R26
Easter Seal Society of New Hampshire, Inc. Employment Development Services 2 Industrial Park Drive, Building 2 State Fiscal Years 2014 and 2015	1	268	R07

Contractor Initials: *SB*
Date: *5/4/13*

Concord, New Hampshire 03301

Community Bridges
Two Whitney Road

Concord, New Hampshire 03301

R10

3,802

14

12,126

45

TOTALS

State Fiscal Years 2014 and 2015

Contractor Initials: *DS/14/13*
Date: *DS/14/13*

9.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

9.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

9.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

9.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

9.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 9.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

9.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

9.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:


5/14/13

10. SERVICE COORDINATION

10.1. The Contractor agrees to employ 15.5 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 510 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."

10.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.

10.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

10.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

10.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A: 18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.

10.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:


5/14/13

11. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522 - "Services to Persons with Acquired Brain Disorders."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
Community Bridges Two Whitney Road Concord, New Hampshire 03301	Res	5	Res	1,417	C01
	Day	6	Day	22,230	
Community Services Council of New Hampshire 79 Sheep Davis Road Pembroke, New Hampshire 03275	Res	1	Res	241	C02
	Day	1	Day	1,129	
Residential Resources 722 Route 3A, Suite 11 Bow, New Hampshire 03304	Res	1	Res	310	C04
	Day	1	Day	5,776	
Easter Seal Society of New Hampshire, Inc. Employment Development Services 2 Industrial Park Drive, Building 2 Concord, New Hampshire 03301	Res	5	Res	1,425	C07
	Day	5	Day	14,161	
Independent Services Network 29 Center Street Penacook, New Hampshire 03303	Res	1	Res	250	C05
	Day	1	Day	3,856	
Robin Hill Farm PO Box 1067 Hillsborough, New Hampshire 03244	Res	8	Res	2,564	C12
	Day	1	Day	4,890	

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

ES
5/14/13

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Rose Meadow Farm 37 Briar Hill Road New Boston, New Hampshire 03070	Res 2	Res 637	C14
Independent Services Network 29 Center Street Penacook, New Hampshire 03303	Day 1	Res 6,702	D12
Lutheran Social Services of Northern New England 261 Sheep Davis Road, Suite A-1 Concord, New Hampshire 03301	Day 1	Day 2,020	D08
Community Bridges Two Whitney Road Concord, New Hampshire 03301	CSS 1	CSS 1,872	L01
Lutheran Social Services of Northern New England 261 Sheep Davis Road, Suite A-1 Concord, New Hampshire 03301	CSS 1	Res 4,056	L08
Lakeview Neurorehabilitation Center 244 Highwatch Road Effingham, New Hampshire 03882	Res 1	Res 290	R14
NeuroRestorative Center King Road Chichester, New Hampshire 03258	Res 2	Res 596	R16
Community Bridges Two Whitney Road Concord, New Hampshire 03301	Day 1	Day 2,315	D01
Community Bridges Two Whitney Road Concord, New Hampshire 03301	CDS 5	CDS 60	I02

State Fiscal Years 2014 and 2015

Contractor Initials: 

Date: 5/14/13

Community Bridges
Two Whitney Road
Concord, New Hampshire 03301

Res 2 Res 635 R10

TOTALS	
Res	<u>28</u>
Day	<u>18</u>
CDS	<u>5</u>
CSS	<u>2</u>
Res	<u>8,365</u>
Day	<u>63,079</u>
CDS	<u>60</u>
CSS	<u>5,928</u>

11.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

11.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

11.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

11.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 11.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

del
5/14/13

short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: SD
Date: 5/14/13

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$1,299,732 and federal funds made available from the Catalog of Federal Domestic Assistance, #93.667, Social Services Block Grant, in the amount of \$71,550 and CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$56,650.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditures, which exceed the approved budgets, shall be solely the financial transfer

Contractor Initials:

Date: 5/14/13

responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials: *gs*

Date: 5/14/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials: JS

Date: 5/14/13

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

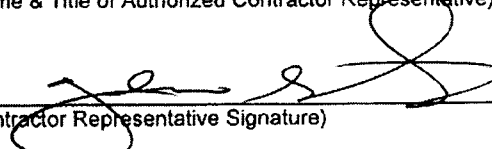
(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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.

Community Bridges From: 7/1/2013 To: 6/30/2015
(Contractor Name) (Period Covered by this Certification)

GLENN STUART, PRESIDENT, BOARD OF DIRECTORS
(Name & Title of Authorized Contractor Representative)

 5/14/13
(Contractor Representative Signature) (Date)

Contractor Initials: gs
Date: 5/14/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

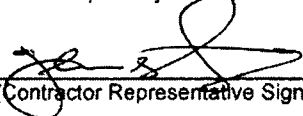
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI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

Contract Period: July 1, 2013 through June 30, 2015

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

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

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


(Contractor Representative Signature)

GLENN STUART, PRESIDENT BOARD
(Authorized Contractor Representative Name & Title) DIRECTOR

Community Bridges
(Contractor Name)

5/14/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials:

Date: 5/14/13

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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

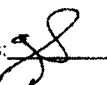
By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____
(Contractor Representative Signature) GLENN STUART PRESIDENT BOARD OF DIRECTORS
(Authorized Contractor Representative Name & Title)

Community Bridges _____
(Contractor Name) 5/14/13
(Date)

Contractor Initials:  _____
Date: 5/14/13 _____

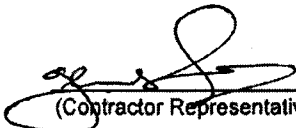
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

GLENN SUART, PRESIDENT BOARD of DIRECTORS

(Authorized Contractor Representative Name & Title)

Community Bridges

(Contractor Name)

5/14/13

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


(Contractor Representative Signature)

GLENN STEWART PRESIDENT BOARD OF DIRECTORS
(Authorized Contractor Representative Name & Title)

Community Bridges
(Contractor Name)

5/14/13
(Date)

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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
Division of Community Based Care Services

The State Agency Name

Community Bridges

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

[Handwritten Signature]

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

GLENN STUART

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

PRESIDENT BOARD of DIRECTORS

Title of Authorized Representative

5/09/13

Date

5/14/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

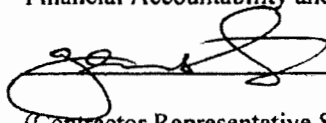
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Representative Signature)

GLENN STUART PRESIDENT BOARD OF DIRECTORS
(Authorized Contractor Representative Name & Title)

Community Bridges
(Contractor Name)

5/14/13
(Date)

Contractor initials: 
Date: 5/14/13
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD 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: 184213015

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: _____

Contractor initials: gjs
Date: 5/14/13
Page # _____ of Page # _____

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: Community Bridges

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16)				
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Ray Gerstenberger, CEO	135,000. ⁰⁰ \$0	0.00%	0.00%	\$0.00
Richard Jeffcote, CFO	115,000. ⁰⁰ \$0	0.00%	0.00%	\$0.00
Ann Potazak, VPCS	80,934. ⁰⁰ \$0	0.00%	0.00%	\$0.00
Tracey Lonergan, VAdm	67,289. ⁰⁰ \$0	0.00%	0.00%	\$0.00
Shelley Harding, VP HR	68,545. ⁰⁰ \$0	0.00%	0.00%	\$0.00
Barb Deoto S, Clinical Dir	72,100. ⁰⁰ \$0	0.00%	0.00%	\$0.00
Josh Smith RDS Dir	68,250. ⁰⁰ \$0	0.00%	0.00%	\$0.00
Ellyn Schreiber, ESS Dir	66,097. ⁰⁰ \$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Crossroads, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 8 Commerce Drive, Atkinson, NH 03811.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$4,746,226.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

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

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

State of New Hampshire
Department of Health and Human Services

5/20/15
Date

Lauren Reason for
Diane Langley
Director

Community Crossroads, Inc.

4-27-15
Date

Kurt Fuller Board Chair
NAME
TITLE

Acknowledgement:

State of New Hampshire County of Rockingham on April 27, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Elaine Christine Roy
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services



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

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

Mary Bern Misink
Name: Mary Bern Misink
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an “x” below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are



Exhibit A – Amendment 1

in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.



Exhibit A – Amendment 1

2.5. **Systemic, Therapeutic Assessment, Respite and Treatment (START):**

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. **Risk Management:**

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. **Wait List Registry:**

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. **Employment Data System (EDS):**

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. **Budget Tracking System (BTS):**

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. **NHLeads:**

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

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4-27-15



Exhibit A – Amendment 1

2.11. No Wrong Door System:

- 2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:
- 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
 - 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
 - 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

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4-27-15



Exhibit A –1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

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4-27-15



Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.1.1.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
Easter Seals	259	E2E
Nashua Center	101	E4E

- 3.2. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.1.1.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
Community Crossroads	384	21	195	168	93,417	F01, F02



Exhibit A –1

- 4.2. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.
- 5.2. General Provisions:
- 5.2.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 5.2.1.1. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 5.2.1.2. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 5.2.2. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 5.2.3. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 5.2.4. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
- 5.2.4.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
- 5.2.4.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
- 5.2.4.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 5.2.5. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.



Exhibit A –1

- 5.2.6. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- 5.3. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 5.3.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
- 5.3.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 5.3.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
- 5.3.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
- 5.3.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 5.3.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
- 5.3.7. Provide effective and evidence based family support practices, including but not limited to:
- 5.3.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
- 5.3.7.2. Integrate family support services with other agency services in region;
- 5.3.7.3. Incorporate the family support program within the agency's administrative structure;
- 5.3.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
- 5.3.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;



Exhibit A –1

- 5.3.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 5.3.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 5.3.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 5.3.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.3.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.3.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.3.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.3.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.3.14. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.



Exhibit A –1

- 6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. Residences Which May Also Provide Day Program Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."
- 7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.



Exhibit A –1

- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-



Exhibit A –1

term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. Service Coordination

- 9.1. The Contractor agrees to employ 12 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 341 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 4 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$4,000.00 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



Exhibit A –1

- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set



Exhibit A –1

forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

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Exhibit A-2 Community Crossroads

Detailled Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
L.I.	LA0		Community Support Service	16	46239
LIFE VISIONS	LJ0		Community Support Service	7	14720
REG 10	D02		Community Support Service	1	832
Community Participation Services					
C.P. for C.	DG0		Day	1	4373
EAST. SEAL	D2W		Day	10	47381
FARM N.E.	DHH		Day	5	19961
ISN	DIN		Day	2	8221
K.N.C.	D5D		Day	30	160044
L.I.	DA0		Day	15	68684
LIFE VISIONS	DJ0		Day	29	110208
LIFESHARE	DB0		Day	27	106898
N.C.M.H.	D4J		Day	1	2731
REG 10	D02		Day	6	8209
REG 10	R0R		Day	1	1683
W.O.U	O91		Day	25	78231
In Home Supprt Services					
L.I.	IA0		In Home Supports	2	24
LIFE VISIONS	IJ0		In Home Supports	7	84
REG 10	I00		In Home Supports	3	27
REG 10	I03		In Home Supports	1	12
REG 10	I04		In Home Supports	1	12
REG 10	I08		In Home Supports	1	12
REG 10	I0A		In Home Supports	1	12
REG 10	I0B		In Home Supports	1	12
REG 10	I0X		In Home Supports	1	12
REG 10	I09		In Home Supports	1	12
REG 10	I07		In Home Supports	1	12
Residences Which May Also Provide Day Program Services					
A.P.&T	CT0		Day	3	14753
A.P.&T	CT0		Residential	3	1025
BECKET	C70		Day	1	4067
BECKET	C70		Residential	1	302

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4-29-15

Exhibit A-2 Community Crossroads

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	C.P. for C.	CG0	Day	2	9520
	C.P. for C.	CG0	Residential	2	687
	CRT MTN	C30	Residential	4	1406
	EAST. SEAL	C20	Day	10	46188
	EAST. SEAL	C20	Residential	11	3803
	FARM N.E.	CHH	Day	4	17850
	FARM N.E.	CHH	Residential	4	1291
	GRANITE BAY	CC0	Day	4	24764
	GRANITE BAY	CC0	Residential	4	1335
	I.P.P., Inc.	CP0	Day	1	3863
	I.P.P., Inc.	CP0	Residential	1	333
	ISN	C10	Day	1	4698
	ISN	C10	Residential	1	365
	K.N.C.	C5T	Day	4	20554
	K.N.C.	C5T	Residential	4	1295
	L.I.	CA0	Day	12	45444
	L.I.	CA0	Residential	12	3839
	LAKEVIEW	CF1	Day	4	23166
	LAKEVIEW	CF1	Residential	4	1380
	LIFE VISIONS	CJ0	Day	4	13757
	LIFE VISIONS	CJ0	Residential	4	1079
	LIFESHARE	CB0	Day	4	15924
	LIFESHARE	CB0	Residential	5	1713
	May Center	CM0	Day	1	4800
	May Center	CM0	Residential	1	300
	N.C.M.H.	C40	Day	4	17507
	N.C.M.H.	C40	Residential	6	2137
	REG 10	C06	Day	1	5234
	REG 10	C06	Residential	1	357
	RESID. RES.	C10	Day	5	24204
	RESID. RES.	C10	Residential	7	2385
Residential Services					
	CAREER	R60	Residential	1	300
	EAST. SEAL	R2F	Residential	2	633
	ISN	R10	Residential	1	301
	K.N.C.	R50	Residential	19	6517
	L.I.	RA0	Residential	8	2568
	LIFE VISIONS	R10	Residential	6	2069
	LIFESHARE	R80	Residential	6	1892

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Exhibit A-2 Community Crossroads

Detailled Service	Provider	Cost Center	Service Group	Count	Service Units
Services to Persons With Acquired Brain Disorders	MENTOR	R8C	Residential	1	327
	N.C.M.H.	R40	Residential	4	1253
	PLOWSHARE	RK0	Residential	1	315
	REG 10	R0R	Residential	7	2082
	GRANITE BAY	CC0	Day	1	2760
	GRANITE BAY	CC0	Residential	1	365
	L.I.	CA0	Day	2	8764
	L.I.	CA0	Residential	2	678
	LAKEVIEW	CF1	Day	1	2880
	LAKEVIEW	CF1	Residential	1	365
	LIFESHARE	DB0	Day	1	3288
	REG 10	I0L	Consolidated Services	1	12
	REG 10	D02	Day	1	16
	REG 10	D02	Residential	2	383
	RESID. RES.	C10	Day	1	2105
	RESID. RES.	C10	Residential	4	1400
	ROBIN HILL	CD3	Day	2	3968
	ROBIN HILL	CD3	Residential	3	1068
	ROSE MEAD.	RM1	Residential	3	1038
	Participant Directed and Managed Services	L.I.	IAC	Consolidated Services	2
LIFE VISIONS		IJO	Consolidated Services	1	12
N.C.M.H.		I4B	Consolidated Services	1	12
REG 10		IZF	Consolidated Services	1	12
REG 10		I0R	Consolidated Services	1	12
REG 10		I0S	Consolidated Services	1	12
REG 10		I0T	Consolidated Services	1	9
REG 10		I0W	Consolidated Services	1	12
REG 10		IZA	Consolidated Services	1	12
REG 10		IZB	Consolidated Services	1	12
REG 10		IZE	Consolidated Services	1	13
REG 10		I0N	Consolidated Services	2	24
REG 10		IZM	Consolidated Services	1	12
REG 10		IZN	Consolidated Services	1	12
REG 10		IZO	Consolidated Services	1	12
REG 10		IZP	Consolidated Services	1	12
REG 10		IZT	Consolidated Services	1	12

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Exhibit A-2 Community Crossroads

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	REG 10	IZU	Consolidated Services	1	12
	REG 10	IZZ	Consolidated Services	1	12
	REG 10	IZC	Consolidated Services	1	14
	REG 10	IOE	Consolidated Services	1	12
	REG 10	IOO	Consolidated Services	12	159
	REG 10	IO1	Consolidated Services	1	12
	REG 10	IO2	Consolidated Services	1	13
	REG 10	ROR	Consolidated Services	1	12
	REG 10	IO5	Consolidated Services	1	12
	REG 10	IO6	Consolidated Services	1	22
	REG 10	IOP	Consolidated Services	1	13
	REG 10	IOD	Consolidated Services	1	12
	REG 10	IOO	Consolidated Services	1	12
	REG 10	IOF	Consolidated Services	1	13
	REG 10	IOG	Consolidated Services	1	26
	REG 10	IOI	Consolidated Services	1	12
	REG 10	IOJ	Consolidated Services	1	13
	REG 10	IOK	Consolidated Services	1	9
	REG 10	IOM	Consolidated Services	1	11
	REG 10	IOC	Consolidated Services	1	12

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Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$413,125.00 – 26% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$1,202,557.00 – 74% General funds.
3. Payment Methodology
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
 - 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.



Exhibit B Amendment #1

- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.



Exhibit B Amendment #1

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
 - 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
 - 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
 - 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
4. Allocation of Funding
- 4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
 - 4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.
 - 4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

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

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



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The following paragraphs shall be added to the General Provisions of this Agreement:
 - "22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."
 - "22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.



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

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

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

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

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

Exhibit G Amendment #1

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

Contractor Initials UAF

Date 4-27-15

New Hampshire Department of Health and Human Services
Exhibit G Amendment #1



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

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

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

Contractor Name:

4/27/15
Date

[Signature]
Name:
Title:

Exhibit G Amendment #1

Contractor Initials LF

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

Date 4-27-15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I Amendment #1

- 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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Exhibit I Amendment #1

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 Amendment #1

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 Amendment #1

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I Amendment #1

- 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.

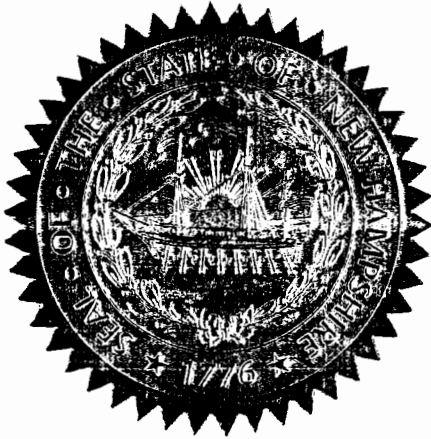
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<p><u>NH DHHS</u> The State</p> <p><u>Lorene Reagan</u> Signature of Authorized Representative</p> <p><u>Lorene Reagan</u> Name of Authorized Representative</p> <p><u>MSRD Bureau Chief</u> Title of Authorized Representative</p> <p><u>5/20/15</u> Date</p>	<p><u>Community Crossroads, Inc.</u> Name of the Contractor</p> <p><u>[Signature]</u> Signature of Authorized Representative</p> <p><u>KENNETH FERREIRO</u> Name of Authorized Representative</p> <p><u>Board President</u> Title of Authorized Representative</p> <p><u>4/27/15</u> Date</p>
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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Crossroads, Inc. is a New Hampshire nonprofit corporation formed March 19, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

Community Crossroads

GUIDANCE. SUPPORT. ADVOCACY.

CERTIFICATE OF VOTE

I, Kathleen A. Dwyottis, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Community Crossroads, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/9/2015:
(Date)

RESOLVED: That the PRESIDENT
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of APRIL, 2015.
(Date Contract Signed)

4. KENNETH FERREIRA is the duly elected PRESIDENT
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Kathleen A. Dwyottis
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 27th day of April 2015

By Kathleen A. Dwyottis
(Name of Elected Officer of the Agency)

Elaine Christine Roy
(Notary Public/Justice of the Peace)

(OPTIONAL)

Commission Expires: 6/18/2019



NH DHHS, Office of Business Operations
Bureau of Provider Relationship Management
Certificate of Vote Without Seal

July 1, 2005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2015

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Kari Reeves	
	PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kreeves@crossagency.com	
INSURED Community Crossroads, Inc., DBA: Region 10 8 Commerce Drive Atkinson NH 03811	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: NY Marine & General Ins Co	16608
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 GL, BA, WC & Umb REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1252852	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			PHPK1252852	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A		<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PHUB479331	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
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	WC201400007486 (3a.) NH All officers included	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Dept of Health & Human Services Bureau of Developmental Services 105 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Perrin/JSC <i>Laura Perrin</i>

Financial Statements

COMMUNITY CROSSROADS, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY CROSSROADS, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 – 2
Financial Statements:	
Statements of Financial Position	3
Statements of Activities and Changes in Net Assets	4
Statements of Cash Flows	5
Statements of Functional Expenses	6 – 7
Notes to Financial Statements	8 – 17
Schedule of Expenditures of Federal Awards	18
Notes to Schedule of Expenditures of Federal Awards	19
Independent Auditors' Report on Internal Control over Financial Reporting on and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	20 – 21
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133	22 – 23
Schedule of Findings and Questioned Costs	24
Summary Schedule of Prior Year Findings	25
Supplemental Schedules:	
Schedules of Functional Revenues	26 – 27

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

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Crossroads, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2014 and 2013, 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.

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 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 audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Crossroads, Inc. as of June 30, 2014 and 2013, 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.

Supplementary and Other Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues are presented for the purpose of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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 audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 7, 2014, on our consideration of Community Crossroads, 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 Crossroads, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell + Roberts,
Professional Association

Dover, New Hampshire
December 7, 2014

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 3,166,224	\$ 3,428,560
Accounts receivable	791,637	2,063,867
Due from other area agencies	-	238,000
Investments	709,223	628,057
Other current assets	87,084	83,924
Total current assets	<u>4,754,168</u>	<u>6,442,408</u>
PROPERTY AND EQUIPMENT, NET	<u>1,093,504</u>	<u>1,164,840</u>
Total assets	<u>\$ 5,847,672</u>	<u>\$ 7,607,248</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 49,637	\$ 52,000
Accounts payable	1,428,943	1,575,527
Refundable advances	1,277,816	1,814,663
Medicaid Contingency Payments - State of New Hampshire	-	1,156,480
Accrued expenses	107,840	145,484
Accrued payroll, benefits and related taxes	205,056	158,242
Total current liabilities	<u>3,069,292</u>	<u>4,902,396</u>
LONG TERM LIABILITIES		
Long term debt, net of current portion	<u>748,808</u>	<u>799,019</u>
Total liabilities	<u>3,818,100</u>	<u>5,701,415</u>
NET ASSETS		
Unrestricted	<u>2,029,572</u>	<u>1,905,833</u>
Total liabilities and net assets	<u>\$ 5,847,672</u>	<u>\$ 7,607,248</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
SUPPORT AND REVENUES		
Medicaid	\$ 20,507,293	\$ 19,450,099
State of NH - DHHS	1,092,235	641,539
Federal grant - DHHS	508,194	534,964
Rent income	147,855	144,821
Client resources	128,974	62,285
Third party insurance	17,106	15,159
Production/service income	28,380	25,350
Residential fees	90,280	70,792
Contributions and miscellaneous grants	11,176	6,721
Interest and dividends	28,409	21,576
Net realized gain on investments	10,785	3,244
Net unrealized gain on investments	55,045	41,450
Fundraising	116,396	110,119
Gain on sale of equipment	9,560	-
Other revenues	149,630	26,718
	<hr/>	<hr/>
Total support and revenues	22,901,318	21,154,837
	<hr/>	<hr/>
FUNCTIONAL EXPENSES		
Program Services:		
Case management	1,125,458	963,782
Other DHHS funded programs	20,180,056	18,722,274
	<hr/>	<hr/>
Total program services	21,305,514	19,686,056
	<hr/>	<hr/>
Supporting Activities:		
General management	1,310,308	1,268,339
Rental property management	108,366	110,267
Fundraising	53,391	55,456
	<hr/>	<hr/>
Total supporting activities	1,472,065	1,434,062
	<hr/>	<hr/>
Total functional expenses	22,777,579	21,120,118
	<hr/>	<hr/>
INCREASE IN NET ASSETS	123,739	34,719
NET ASSETS, BEGINNING OF YEAR	1,905,833	1,871,114
	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 2,029,572	\$ 1,905,833
	<hr/>	<hr/>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 123,739	\$ 34,719
Adjustments to reconcile increase in net assets to net cash (used in) provided by operating activities:		
Depreciation	110,475	111,374
Net realized gain on investments	(10,785)	(3,244)
Net unrealized gain on investments	(55,045)	(41,450)
Gain on sale of property and equipment	(9,560)	-
Changes in operating assets and liabilities:		
Accounts receivable	1,272,230	(371,660)
Due from other area agencies	238,000	(238,000)
Other current assets	(3,160)	(33,964)
Accounts payable	(146,584)	301,836
Refundable advances	(536,847)	472,726
Medicaid Contingency Payments - State of New Hampshire	(1,156,480)	1,156,480
Accrued expenses	(37,644)	65,270
Accrued payroll, benefits and related taxes	46,814	25,740
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(164,847)</u>	<u>1,479,827</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(72,381)	(79,133)
Purchase of investments	(415,152)	(91,602)
Proceeds from sale of equipment	42,802	-
Proceeds from sale of investments	399,816	71,872
NET CASH USED IN INVESTING ACTIVITIES	<u>(44,915)</u>	<u>(98,863)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long term debt	(52,574)	(54,595)
NET CASH USED IN FINANCING ACTIVITIES	<u>(52,574)</u>	<u>(54,595)</u>
NET (DECREASE) INCREASE IN CASH	(262,336)	1,326,369
CASH, BEGINNING OF YEAR	<u>3,428,560</u>	<u>2,102,191</u>
CASH, END OF YEAR	<u>\$ 3,166,224</u>	<u>\$ 3,428,560</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	<u>\$ 30,369</u>	<u>\$ 37,700</u>

See Notes to Financial Statements

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Other DHHS Program CFI Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2014 Totals
Salaries, wages, benefits and taxes	\$ 764,358	\$ 203,099	\$ 240,389	\$ 55,217	\$ 78,563	\$ -	\$ 489,124	\$ 81,651	\$ 1,563,450	\$ 908,854	\$ 2,502,304	\$ 57,260	\$ -	\$ 2,559,564
Direct care contracted staff	-	434	240,389	834,438	78,563	-	2,551,540	-	2,866,928	1,875	2,870,801	-	-	2,870,801
Client evaluations	52,295	-	-	-	-	-	29,834	-	1,016,587	-	1,016,587	-	-	1,016,587
Accounting	-	-	-	-	-	-	982	-	7,845	29,000	8,827	-	-	8,827
Audit fees	-	-	-	-	-	-	-	-	-	29,000	29,000	-	-	29,000
Legal fees	10,373	2,115	-	484	-	-	22,830	-	12,972	8,583	21,555	483	-	22,038
Other professional fees	103,223	37,487	-	320,790	-	2,115	10,984,227	20	486,465	62,084	548,549	200	-	548,749
Subcontractors	-	-	-	-	2,852,824	-	398,095	-	13,936,851	-	13,936,851	-	-	13,936,851
Family Stipend for 521/525 services	-	-	-	-	-	218,509	-	215	398,095	1,175	398,095	-	-	398,095
Staff development	8,938	4,587	-	-	-	-	-	215	232,249	1,175	233,424	-	-	233,424
Rent	-	-	-	-	-	-	18,000	-	18,000	-	18,000	-	-	18,000
Mortgage expense	-	-	-	-	-	-	21,745	-	21,745	-	21,745	30,253	-	51,998
Utilities	10,762	3,088	-	707	-	-	11,401	-	25,956	7,634	33,592	9,794	-	43,386
Maintenance and repairs	7,107	1,815	-	760	-	-	8,992	-	18,664	38,949	57,613	555	-	58,168
Payment in lieu of taxes	-	-	-	-	-	-	4,748	-	4,748	-	4,748	-	-	4,748
Other occupancy costs	12,142	3,442	-	788	-	-	3,420	-	18,792	9,215	29,007	786	-	29,793
Office supplies	19,695	5,378	-	1,230	-	-	4,284	-	28,301	15,983	42,284	1,227	-	43,511
Building and household	2,288	656	-	150	-	-	-	-	3,094	1,589	4,683	761	-	5,444
Client consumables	-	-	-	-	-	425	4,840	-	5,265	-	5,265	-	-	5,265
Equipment rental	5,672	1,627	-	373	-	-	-	-	7,672	4,295	11,967	371	-	12,338
Depreciation	-	-	-	-	-	-	-	-	-	110,475	110,475	-	-	110,475
Advertising	248	-	-	-	-	-	-	-	248	410	658	-	-	658
Printing	5,112	1,292	-	286	-	-	-	-	6,700	3,493	10,193	285	-	10,478
Telephone and communications	13,784	3,981	-	905	-	-	-	-	18,680	11,118	29,798	901	-	30,697
Postage and shipping	6,690	1,920	-	439	-	-	-	-	9,049	5,509	14,558	438	-	14,996
Travel	30,374	8,792	-	5,850	1,293	54	57,031	6,213	108,707	8,087	117,794	3,476	-	121,270
Assistance to individuals	38,319	84,165	-	1,176	360	-	143,518	-	268,362	-	268,362	-	-	268,362
Insurance	17,902	5,137	-	-	-	-	1,902	-	26,117	13,557	39,674	1,172	-	40,846
Membership dues	-	-	-	-	-	-	-	65	65	-	65	-	-	65
Family assistance	16,165	1,199	-	604	116	77,339	169	667	74,531	60,880	157,239	394	-	157,633
Other expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 1,125,458	\$ 444,743	\$ 240,389	\$ 1,324,297	\$ 3,030,956	\$ 298,442	\$ 14,752,398	\$ 88,631	\$ 21,305,514	\$ 1,310,308	\$ 22,815,822	\$ 108,366	\$ 53,391	\$ 22,777,579

See Notes to Financial Statements

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHH Programs	Residential & Day	Total Program Services	General Management	Total DHH Funded	Rental Properties	Fundraising	2013 Totals
Salaries, wages, benefits and taxes	\$ 657,649	\$ 208,534	\$ -	\$ 49,416	\$ -	\$ 55,784	\$ 303,058	\$ 1,274,439	\$ 861,619	\$ 2,138,058	\$ 53,173	\$ -	\$ 2,188,231
Direct care contracted staff	7,785	300	218,439	902,840	52,517	-	2,382,488	2,638,537	-	2,638,537	-	-	2,638,537
Client evaluations	56,798	-	-	-	-	-	23,014	982,452	-	982,452	-	-	982,452
Accounting	-	-	-	-	-	-	-	-	8,894	8,894	-	-	8,894
Audit fees	-	-	-	-	-	-	-	-	29,000	29,000	-	-	29,000
Legal fees	4,892	1,404	-	321	-	-	-	6,617	29,000	35,617	-	-	35,617
Other professional fees	62,626	1,447	-	325,607	-	-	39,915	431,520	4,464	435,984	320	-	436,304
Subcontractors	-	-	-	-	2,821,235	1,925	10,724,548	13,545,783	101,770	13,647,553	89	-	13,647,642
Staff development	5,057	469	-	-	-	197,608	80	203,184	4,068	207,252	-	-	207,252
Rent	-	-	-	-	-	-	16,500	16,500	-	16,500	-	-	16,500
Mortgage expense	-	-	-	-	-	-	21,483	21,483	-	21,483	37,415	-	58,898
Utilities	8,691	2,551	-	584	-	-	12,802	24,828	8,732	33,560	8,630	-	40,390
Maintenance and repairs	4,438	1,107	-	503	-	-	8,834	14,882	35,661	50,563	468	-	51,029
Payment in lieu of taxes	-	-	-	-	-	-	4,877	4,877	-	4,877	-	-	4,877
Other occupancy costs	12,873	3,693	-	848	-	-	3,591	21,003	9,748	30,751	843	-	31,594
Office supplies	16,592	4,781	-	1,090	-	-	200	22,643	12,364	35,007	1,088	-	36,293
Building and household	2,539	728	-	187	-	-	-	3,434	1,948	5,382	1,172	-	6,554
Client consumables	-	-	-	-	-	862	5,040	5,902	-	5,902	-	-	5,902
Equipment rental	8,042	1,733	-	397	-	-	135	8,307	5,375	13,682	396	-	14,078
Depreciation	-	-	-	-	-	-	-	-	111,374	111,374	-	-	111,374
Advertising	361	129	-	-	-	-	-	490	500	990	-	-	990
Printing	5,428	1,381	-	316	-	-	-	7,125	5,113	12,238	315	-	12,553
Telephone and communications	12,245	3,640	-	822	-	-	181	16,888	9,622	26,510	796	-	27,306
Postage and shipping	4,765	1,367	-	313	-	-	-	6,445	3,307	9,752	312	-	10,064
Travel	25,669	8,749	-	5,040	593	3,611	47,804	91,568	8,858	100,422	3,741	-	104,163
Assistance to individuals	34,582	44,431	-	-	600	-	139,881	219,574	-	219,574	-	-	219,574
Insurance	20,288	6,163	-	1,188	-	-	704	28,341	15,365	43,706	1,182	-	44,888
Membership dues	125	-	-	-	-	-	-	125	1,050	1,175	-	-	1,175
Family assistance	-	70,651	-	-	-	-	-	70,651	-	70,651	-	-	70,651
Other expenses	14,137	742	-	386	210	499	1,498	17,450	33,491	50,941	151	55,456	106,548
Total	\$ 963,782	\$ 363,880	\$ 216,439	\$ 1,289,614	\$ 2,875,155	\$ 260,289	\$ 13,716,797	\$ 19,686,056	\$ 1,268,339	\$ 20,954,395	\$ 110,267	\$ 55,456	\$ 21,120,118

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

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

Nature of Business

Community Crossroads, Inc. (the Organization) is a private not-for-profit organization. It contracts with the State of New Hampshire Department of Health and Human Services (DHHS) to provide an array of community based services and support for those with developmental disabilities located in ten New Hampshire towns, the largest being Plaistow, Derry and Salem. Its major function is the coordination of services and support for those who are eligible to receive them. The majority of funding is from two sources, DHHS and Medicaid. Every five years the Organization must be re-designated by the State as an area agency to provide community services. The Organization achieved re-designation in February 2008, for the period October 1, 2007 through September 30, 2012. In July 2012, August 2013 and June 2014, the State extended the re-designation period for one additional year through September 2013, 2014 & 2015, respectively.

Method of Accounting

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

Basis of Presentation

The financial statement presentation follows the recommendations of FASB ASC 958 "*Not-for-Profit Entities – Presentation of Financial Statements*". Under ASC 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2014 and 2013, the Organization had only unrestricted net assets.

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 disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Donated Services

Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2014 and 2013. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), "*Financial Instruments*" requires the Organization to disclose estimated fair values for its financial instruments. The carrying amounts of cash and other current assets and current liabilities approximate fair value because of the short maturity of those instruments.

Cash Equivalents

It is the policy of the Organization to consider all cash instruments with a maturity date of three months or less to be cash equivalents. The Organization's cash equivalents at June 30, 2014 and 2013 consisted of investments noted below.

Investments

The Organization accounts for investments in marketable securities in accordance with Accounting Standards Codification No. 320 (ASC 320), "*Investments-Debt and Equity Securities*". Under ASC 320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position (see **Note 4** and **Note 5**). Unrealized gains and losses are included in the change in net assets. During the year ended June 30, 2014, the Organization determined that the investments should be classified as current on the statement of financial position. Amounts have been reclassified for the years ended June 30, 2014 & 2013, accordingly.

Accounts Receivable

The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2014 and 2013. Accordingly, no allowance for doubtful accounts is considered necessary.

Property and Equipment

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

The provision for depreciation is computed utilizing the straight line method over the estimated useful lives of the related assets, which range from 5 to 30 years. Depreciation expense for the years ended June 30, 2014 and 2013 was \$110,475 and \$111,374, respectively.

Income Taxes

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

Management has reviewed the tax positions for the Organization under ASC 740, "Accounting for Income Taxes", which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on their information returns for all open tax years (tax years ending June 30, 2011 - 2014), and has concluded that no provision for income tax is required in the Organization's financial statements.

Functional Allocation of Expenses

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

Restricted and Unrestricted Revenue and Support

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions. The Organization had no temporarily restricted or permanently restricted net assets at June 30, 2014 or 2013.

Advertising

Advertising costs are expensed as they are incurred.

Accrued Vacation

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employees. The amounts accrued at June 30, 2014 and 2013 were approximately \$144,000 and \$105,000 respectively.

NOTE 2. CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2014. There were deposits in excess of the insured limits of approximately \$2,826,000 and \$3,048,000 at June 30, 2014 and 2013, respectively.

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

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

The Organization received approximately 90% and 92% of its funding from Medicaid for each of the years ended June 30, 2014 and 2013, respectively. At June 30, 2014 and 2013, Medicaid accounted for approximately \$707,000 and \$1,978,000 of the balance in accounts receivable, respectively.

The Organization also received approximately 7% and 6% of its funding from DHHS for the years ended June 30, 2014 and 2013, respectively. At June 30, 2014, DHHS had paid an advance on the fiscal year 2015 contract in the amount of approximately \$169,000 which is included in the 2014 balance of refundable advances. As June 30, 2013, DHHS had paid an advance on the fiscal year 2014 contract in the amount of approximately \$220,000 which is included in the 2013 balance of refundable advances.

NOTE 3. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2014 and 2013 consists of the following:

	<u>Years</u>	<u>2014</u>	<u>2013</u>
Buildings	25-30	\$ 1,763,920	\$ 1,763,920
Land	-	239,796	239,796
Equipment and furniture	3-5	399,058	391,670
Vehicles	5	68,798	97,217
Improvements	10-20	<u>391,480</u>	<u>347,889</u>
		2,863,052	2,840,492
Less accumulated depreciation		<u>(1,769,548)</u>	<u>(1,675,652)</u>
Total property and equipment, net		<u>\$ 1,093,504</u>	<u>\$ 1,164,840</u>

NOTE 4. INVESTMENTS

At June 30, 2014 and 2013, the Organization's investments consist of the following:

	<u>2014</u>		<u>2013</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 461,922	\$ 409,758	\$ 447,507	\$ 378,793
Exchange traded funds	<u>247,301</u>	<u>205,921</u>	<u>180,550</u>	<u>163,768</u>
Total	<u>\$ 709,223</u>	<u>\$ 615,679</u>	<u>\$ 628,057</u>	<u>\$ 542,561</u>

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

NOTE 5. FAIR VALUE MEASUREMENTS

Accounting Standards Codification No. 820 (ASC 820), "*Fair Value Measurements and Disclosures*" establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under ASC 820 are described as follows:

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

Level 2 Inputs to the valuation methodology include:

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

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

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

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

The following is a description of the valuation methodology used for assets measured at fair value. There have been no changes in the methodology used at June 30, 2014 and 2013.

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

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

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

As of June 30, 2014 and 2013, the Organization's investments consisted of mutual funds and exchange traded funds, all of which utilize Level 1 measurements of fair value. The following table sets forth the Organization's investments as of June 30:

	<u>2014</u>	<u>2013</u>
Mutual funds, at fair value:		
Capital appreciation funds	\$ 88,723	\$ 166,181
Growth funds	181,055	99,703
Income funds	63,065	157,813
Bond funds	129,079	23,810
Exchange traded funds, at fair value:		
Fixed income funds	96,179	88,370
Capital appreciation funds	<u>151,122</u>	<u>92,180</u>
Total investments at fair value	<u>\$ 709,223</u>	<u>\$ 628,057</u>

NOTE 6. LONG TERM DEBT

Long term debt at June 30, 2014 and 2013 consists of the following:

	<u>2014</u>	<u>2013</u>
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,378 for principal and interest at the bank's base rate of 3.25% plus 2.5%. Any interest rate change, based on change in the base rate, will not occur more often than every five years, beginning May 5, 2013. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due May 2028.	\$ 154,199	\$ 162,917
Adjustable rate mortgage note payable to a bank in monthly installments of \$4,416 for principal and interest at the bank's base rate of 3.5% plus 2.5% through February, 2013. Thereafter, payable in monthly installments of \$3,566 for principal and interest at the bank's base rate of .7% plus 2.5%. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due January 2024.	454,924	482,518
Loan payable to New Hampshire Health and Education Facilities Authority (HEFA) in monthly installments totaling \$817 for principal and interest at a rate of 1%. The loan is secured by two vehicles and is due February 2015.	5,893	15,410

Adjustable rate mortgage note payable to a bank in monthly installments of \$1,390 for principal and interest at a rate of 5.25% through January 2016. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The loan is secured by real estate and is due December 2030.

	<u>183,429</u>	<u>190,174</u>
	798,445	851,019
Less current portion	<u>(49,637)</u>	<u>(52,000)</u>
	<u>\$ 748,808</u>	<u>\$ 799,019</u>

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

2015	\$ 49,637
2016	45,527
2017	47,386
2018	49,328
2019	51,355
Thereafter	<u>555,212</u>
	<u>\$ 798,445</u>

NOTE 7. LINE OF CREDIT

The Organization has a \$500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The LOC is subject to annual renewal. The line was temporarily increased to \$1,000,000 for the period March through May, 2013. There were no advances from the line during the years ended June 30, 2014 or 2013.

NOTE 8. REFUNDABLE ADVANCES

Under the terms of the Organization's agreement with DHHS, the agency receives advances during the year based on an approved and/or revised budget. At the end of each fiscal year, if the amounts advanced exceed actual expenses, the Organization must receive State approval to spend the excess for specific purposes. The State has the option to request the return of the excess.

The Organization defers the recognition of the revenue until the year in which the funds are spent for the purpose agreed to by the State, or the Organization is notified that it can use the excess for general purposes. Refundable advances of \$1,277,816 and \$1,814,663 at June 30, 2014 and 2013, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

NOTE 9. DUE FROM OTHER AREA AGENCIES

During the year ended June 30, 2013, DHHS directed the Organization to advance funds, interest free, to another area agency. The total amount advanced for this purpose was \$148,000 which was scheduled to be repaid by the other area agency during the year ended June 30, 2014 in accordance with an agreed upon payment plan. The balance was repaid during the year ended June 30, 2014.

Also during the year ended June 30, 2013, DHHS directed the Organization to advance \$90,000 of funds, interest free to another area agency for training purposes. The balance was repaid during the year ended June 30, 2014.

NOTE 10. MEDICAID CONTINGENCY PAYMENTS – STATE OF NEW HAMPSHIRE

During the year ended June 30, 2013, DHHS implemented a change in the entity that processes Medicaid payments for the State, including such payments for mental health and developmental services providers (the area agencies). As this transition took place, it became apparent to DHHS that the new service provider was initially unable to consistently reimburse the area agencies, including Community Crossroads, Inc., due to various issues. In order to aid the cash flows for the area agencies, DHHS began disbursing cash in advance of service billings. After the initial disbursements to the area agencies, DHHS began reducing payments for billed services to the area agencies by a portion of the advance payments. During the year ended June 30, 2013, the Organization received \$1,630,298 of advance payments and DHHS recouped \$473,818. The remaining liability of \$1,156,480 was classified as a current liability for the year ended June 30, 2013 and was paid in full during the year ended June 30, 2014.

NOTE 11. DEFINED CONTRIBUTION PLAN

The Organization has a 403(b) plan that covers substantially all employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with the Internal Revenue Code. Employees become eligible to participate after three months of employment. Employee contributions to the plan amounted to \$70,549 and \$51,680 in 2014 and 2013, respectively.

NOTE 12. CLIENT FUNDS

The Organization serves as a custodian of funds on behalf of certain consumers. No asset or liability has been recorded for this amount. Client funds held by the Organization were approximately \$227,000 and \$184,000 as of June 30, 2014 and 2013.

NOTE 13. SPECIAL EVENTS AND FUNDRAISING

Each year the Organization holds fundraising and special events to help support various programs and projects. The following amounts comprised the net revenues from special events and fundraising for the years ended June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Golf tournament revenue	\$ 29,996	\$ 32,392
Less: golf tournament expense	<u>(12,736)</u>	<u>(14,340)</u>
Net golf tournament revenue	<u>17,260</u>	<u>18,052</u>
Other special events revenue	33,270	31,236
Gaming activities	53,130	46,489
Less: other special events expenses	<u>(14,254)</u>	<u>(10,311)</u>
Net other special events revenue	<u>72,146</u>	<u>67,414</u>
Special events and fundraising, net	<u>\$ 89,406</u>	<u>\$ 85,466</u>

NOTE 14. RECLASSIFICATIONS

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

NOTE 15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 7, 2014, the date the financial statements were available for issuance.

COMMUNITY CROSSROADS, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014**

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Agency Pass - Through Number</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Education</u>			
Passthrough - State of New Hampshire, Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services	010-093-7858-091-0415		
Special Education - Grants for Infants and Families with Disabilities Early Intervention		84.181	<u>\$ 508,194</u> *
<u>U.S. Department of Health & Human Services</u>			
Passthrough - State of New Hampshire, NH Balancing Incentive Program	010-093-7858-091-0415	93.778	<u>\$ 104,369</u>
	Total		<u>\$ 612,563</u>
* Major Program			

COMMUNITY CROSSROADS, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014**

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Community Crossroads, Inc. under programs of the federal government for the year ended June 30, 2014. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of Community Crossroads, Inc., it is not intended to and does not present the financial positions, changes in net assets or cash flows of Community Crossroads, 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 OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, 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. Pass-through entity identifying numbers are presented where available.

Note 3. Subrecipients

Of the federal expenditures presented in the schedule, the Organization provided federal awards to subrecipients as follows:

<u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Amounts Provided to Subrecipients</u>
Special Education - Grants for Infants and Families with Disabilities Early Intervention	84.181	\$ <u>508,194</u>

COMMUNITY CROSSROADS, 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
Community Crossroads, Inc.
Atkinson, 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 Crossroads, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, 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 December 7, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Crossroads, 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 Crossroads, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Crossroads, 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 Community Crossroads, 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

Dover, New Hampshire
December 7, 2014

COMMUNITY CROSSROADS, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

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

Report on Compliance for Each Major Federal Program

We have audited Community Crossroads, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Crossroads, Inc.'s major federal programs for the year ended June 30, 2014. Community Crossroads, 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 Community Crossroads, 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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 Crossroads, 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 Crossroads, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Crossroads, 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, 2014.

Report on Internal Control Over Compliance

Management of Community Crossroads, 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 Crossroads, 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 OMB Circular A-133, 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 Crossroads, 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell & Roberts
Professional Association*

Dover, New Hampshire
December 7, 2014

COMMUNITY CROSSROADS, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014**

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Crossroads, Inc.
2. No material weaknesses or 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 Community Crossroads, 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 Required by OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Community Crossroads, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.
7. The one program tested as a major program was the U.S. Department of Education, Special Education Grants for Infants and Families with Disabilities Early Intervention. CFDA 84.181.
8. The threshold for distinguishing Type A and B programs was \$300,000.
9. Community Crossroads, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

COMMUNITY CROSSROADS, INC.

**SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2014**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended June 30, 2013.

SUPPLEMENTAL INFORMATION
(See Independent Auditors' Report)

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2014

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Other DHHS Program Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Other Non-DHHS Programs	2014 Total
Medicaid	\$ 920,279	\$ 156,320	\$ 255,918	\$ 461,940	\$ 3,352,051	\$ -	\$ 15,262,975	\$ 97,810	\$ 20,507,293	\$ -	\$ 20,507,293	\$ -	\$ -	\$ -	\$ 20,507,293
State of NH - DHHS	-	-	-	-	-	-	-	-	-	1,092,235	1,092,235	-	-	-	1,092,235
Federal grant - DHHS	-	-	-	485,788	-	22,408	-	-	508,194	-	508,194	-	-	-	508,194
Rent income	-	-	-	-	-	-	-	-	-	-	-	147,855	-	-	147,855
Client resources	-	-	-	17,106	11,835	-	117,139	-	128,974	-	128,974	-	-	-	128,974
Third party insurance	-	-	-	-	-	-	-	-	17,106	-	17,106	-	-	-	17,106
Production/service income	-	-	-	-	-	-	-	-	28,380	28,380	28,380	-	-	-	28,380
Residential fees	-	-	-	-	-	-	90,280	-	90,280	-	90,280	-	-	-	90,280
Contributions and miscellaneous grants	-	-	-	-	-	-	-	-	11,176	11,176	11,176	-	-	-	11,176
Interest and dividends	-	-	-	-	-	-	-	-	22,547	22,547	22,547	5,862	-	-	28,409
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	10,785	10,785
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	55,045	55,045
Gain/(Loss) on sale of equipment	-	-	-	-	-	-	-	-	-	8,560	8,560	-	-	-	8,560
Other revenues	-	-	15,000	-	-	80,885	-	-	95,885	53,745	149,630	-	116,396	-	266,026
Total	\$ 920,279	\$ 156,320	\$ 270,918	\$ 964,832	\$ 3,363,886	\$ 103,293	\$ 15,470,394	\$ 97,810	\$ 21,347,732	\$ 1,217,643	\$ 22,565,375	\$ 153,717	\$ 116,396	\$ 65,830	\$ 22,901,318

See Independent Auditors' Report

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2013

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Other Non-DHHS Programs	2013 Total
Medical	\$ 886,350	\$ 73,119	\$ 266,204	\$ 358,765	\$ 3,224,951	\$ 24,814	\$ 14,616,096	\$ 19,450,099	\$ 841,539	\$ 19,450,099	\$ -	\$ -	\$ -	\$ 19,450,099
State of NH - DHHS	-	-	-	-	-	31,683	-	534,964	841,539	841,539	-	-	-	641,539
Federal grant - DHHS	-	-	-	503,281	-	-	-	-	-	534,964	-	-	-	534,964
Rent income	-	-	-	-	-	-	-	-	-	-	144,821	-	-	144,821
Client resources	-	-	-	-	-	-	62,285	62,285	-	82,285	-	-	-	62,285
Third party insurance	-	-	-	15,159	-	-	-	15,159	-	15,159	-	-	-	15,159
Production/service income	-	-	-	-	-	-	-	-	25,350	25,350	-	-	-	25,350
Residential fees	-	-	-	-	-	-	70,792	70,792	-	70,792	-	-	-	70,792
Contributions and miscellaneous grants	-	-	-	-	-	-	-	-	6,721	8,721	-	-	-	6,721
Interest and dividends	-	-	-	-	-	-	-	-	-	-	-	-	21,576	21,576
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	3,244	3,244
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	41,450	41,450
Other revenues	-	-	15,000	-	-	2,522	-	17,552	3,289	20,841	-	110,119	5,977	136,837
Total	\$ 886,350	\$ 73,119	\$ 266,204	\$ 877,205	\$ 3,224,951	\$ 58,819	\$ 14,749,173	\$ 20,150,851	\$ 676,899	\$ 20,827,750	\$ 144,821	\$ 110,119	\$ 72,147	\$ 21,154,837

See Independent Auditors' Report

Community Crossroads

GUIDANCE. SUPPORT. ADVOCACY.

Mission

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

Vision for Those We Serve

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

We envision a day when they will live full and independent lives – lives that include:

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

Guiding Principles

We believe that those we serve:

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

We believe that in order to achieve our mission we must...

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

Community Crossroads
Board of Directors

Edward Adamsky (President)

[REDACTED]
[REDACTED]
[REDACTED]
W (888) 649-6477
[REDACTED]

Town Represented-Pelham

Lorraine Butler (Consumer)

[REDACTED]
[REDACTED]
[REDACTED]
Town Represented-Derry

Kathleen Dayotis (Secretary)

[REDACTED]
[REDACTED]
W (603) 362-5521 ext. 301
E-Mail kathleen.dayotis@timberlane.net
[REDACTED]

Town Represented-Pelham

Colleen Demers (Consumer)

[REDACTED]
[REDACTED]
[REDACTED]
Town Represented-Pelham

James Dickerson, DMD

[REDACTED]
[REDACTED]
[REDACTED]
Town Represented-Windham

Marion Donahue (Treasurer)

[REDACTED]
[REDACTED]
[REDACTED]
Kenneth Ferreira Jr. (Consumer)

Robin Knight (FSC Liaison)(Consumer)

[REDACTED]
[REDACTED]
[REDACTED]
Town Represented-Sandown

Elaine Lavin (Consumer)

[REDACTED]
[REDACTED]
[REDACTED]
Town Represented-Salem

Kathy Murphy (Consumer)

[REDACTED]
[REDACTED]
[REDACTED]
Cathy Spinney (Consumer)

[REDACTED]
[REDACTED]
[REDACTED]
Linda Steir Vice President (Consumer)

[REDACTED]
[REDACTED]
[REDACTED]
Barbara Strzykalski (Consumer)

[REDACTED]
[REDACTED]
[REDACTED]
James Watson (Consumer)

Dennis Powers

Summary of Qualifications

Professional Experience:

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

Non Profit Experience:

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

Employment Experience

2011- Present
Community Crossroads
Atkinson, NH

President and Chief Executive Officer

Serve as the CEO of a non- profit corporation with an operating budget of \$20 million, serving 850 individuals and families in the Merrimack Valley. Responsible for strategic visioning, community outreach, new business development, and relationships with funding agencies. Currently developing supports to elders through Independent Service Coordination while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders.

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

Executive Director

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

2002 – 2003

NH Department of Health and Human Services

Division of Developmental Services

Concord, NH

Director

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

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

1990 – 2002

Region 10 Community Support Services

Atkinson, NH

Executive Director

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

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

1988 – 1990

Career Paths

Harrisonburg, Virginia

Chief Executive Officer

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

1985 – 1988

Department of Internal Medicine

Medical College of Virginia /

Virginia Commonwealth University

Richmond, Virginia

Administrator

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

1982 - 1985

Maryland Dept. of Health & Mental Hygiene

Mental Retardation & Developmental Disabilities Administration

Baltimore, Maryland

Director, Intensive Behavior Management Program

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

Director, Phillips Program

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

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

1977 – 1982
Columbus Developmental Center
Columbus, Ohio

Health Services Administrator

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

Assistant Program Director

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

Unit Manager

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

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

Team Leader

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

Developmental Technician

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

Developmental Aide

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

Education

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

The Ohio State University- Columbus, OH

B.S. Psychology (1971)

Saint Joseph's University- Philadelphia, PA.

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

Additional Professional Activities

- New Hampshire Managed Care Task Force
- UNH Institute On Disability Executive Committee
- CQI Leadership Institute – Rivier College
- New Hampshire Institutional Review Board
- Governor's Advisory Committee on Children with Chronic Illness
- Governor's Commission on Area Agencies
- Interagency Coordinating Council For Early Intervention
- State Family Support Council
- UNH Family Leadership Series- Group Leader
- Executive Producer of film "Lost in Laconia"
- Membership on various Legislative Study Committees

Community Board Memberships

- New Hampshire Brain Injury Association
Board Member 2004- 2010
- HEART Systems, Inc. Board of Directors
1990 – 2002 (President 1990 – 1995)
- Community Support Network, Inc. –
Board of Directors, 1995 – 2002 (Vice-President 1997 – 1999) (President 1999 – 2000)

Cynthia Mahar

Profile

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Twenty eight year career in Human Services in support of people with developmental disabilities.
- Twenty years experience. in senior management
- Managed a department of sixteen employees for an agency with an annual operating budget of \$15 million.

Experience

2011 – Present

Community Crossroads, Inc. Atkinson, NH
Area Agency Director

- Organizational operations and services to 900 Individuals with developmental disabilities and acquired brain disorders and their families.
- Report directly to the Chief Executive Officer.
- Oversight of \$19 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

2009-2011

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

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

1993-2009

Region 10, CSS.Inc.

Atkinson NH

Community Services Director

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

1990-1992

Director of Service Coordination

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

1987-1992

Vocational Services Director

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

Education

2006 **Masters Degree in Business Administration**

Franklin Pierce College

Rindge NH

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

Merrimack College, North Andover, Ma

1980 **Associates of Science Mental Health Technology**

Northern Essex Community College, Haverhill, Ma.

Member Affiliations

- 2010 Brain Injury Association of New Hampshire Board

- 2013 – Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership

WILLIAM DILLON, CPA



- Certified Public Accountant**
- Master of Business Administration**
- 12 Years Accounting Experience**
 - 8 years supervisory level**
 - 4 years manufacturing experience**
 - 3+ years 'Big 6' experience**
- Strong analytical and Lotus spreadsheet skills**
- Objective: Acquire position in upper management in accounting/finance field.**

EMPLOYMENT HISTORY:

Controller

Hanover Development Group, Exeter, NH

Managed all accounting functions and prepared, analyzed, interpreted and maintained all accounting records for this real estate development company. Spearheaded installation of computerized accounting and job costing system which resulted in more efficient reporting and the provision of more detailed information. Developed bank proposals and made presentations for project financing. Established construction budgets for analysis of investment worthiness. Responsible for cash flow projections, cash management and review. Extensive property management responsibilities. Supervised and trained accounting staff. 1987 - 1991 (last six months as consultant).

**Cost Accounting
Manager**

Warren Pumps, Inc., Warren, MA

Managed cost accounting department for this mid-size manufacturer. Established groundwork for revision and upgrade of standard cost system. Prepared and analyzed cost of goods sold statement for monthly financial reports. Directed the physical taking of and pricing of periodic inventories. Responsible for training and on-going staff supervision. 1986 - 1987.

Assistant Controller **Guardian Industries Corporation, Webster, MA**

Responsible for product standard cost implementation, monthly financial report preparation and analysis, product pricing, and customer credit limits. Supervise accounts payable, order entry, customer invoicing and review, and accounts receivable departments. 1983 - 1985.

Staff and Senior Auditor

Arthur Andersen & Co., Hartford, CT

Responsible for auditing financial reports and related information of various public and privately held corporations in the manufacturing, financial services and not-for-profit industries. 1980 - 1983.

EDUCATION AND CERTIFICATION:

Certified Public Accountant, 1983.

University of Miami
Masters in Business Administration, 1979.
Accounting Concentration

University of Vermont
Bachelor of Arts - Mathematics, 1975.

REFERENCES:

Available upon request.



Professional Experience

Community Crossroads (formerly Region 10), Atkinson, NH **1997 to Present**

Director of Community Services

2012 to Present

- Oversee Family Centered Early Supports and Services, Family Support and Adult Services
- Provide support, direction, training and supervision to 19 staff
- Oversight of documentation, compliance with state and federal requirements
- Collaborate with state, area & vendor agencies
- Participate in monthly state-wide meetings
- Oversight of operational agency systems
- Participate in the development and oversight of high risk services
- Assist staff and families in the development and management of person centered services & budgets
- Provision of crisis management, on call services

Family Support Coordinator

2010-2012

- Oversee Family Support Services
- Provide support, direction, training and supervision to 3 staff
- Oversight of documentation, compliance with state and federal requirements
- Collaborate with state, area & vendor agencies
- Provide Service Coordination
- Coordinate and provide training, social opportunities, community events

Service Coordinator

2001-2010

- Provision of support and service coordination to over 30 individuals
- Provision of documentation & compliance with state and federal requirements
- Collaborate with state, area & vendor agencies
- Schedule and conduct monthly, quarterly and annual meetings
- Completion of all required agency documentation
- Provided support to over 150 families as part of Family Support Team
- Provision of direct services
- Assist staff and families in the development of person centered services & budgets
- Provision of on-call services

Intake Coordinator

1997-2001

- Coordinate and conduct all intakes for ages 3 and up
- Coordinate, organize and oversee all documentation for intakes
- Provide documentation to intake committee and participate in committee
- Provision of Family Support Services
- Collaborate with other area agencies, state agencies

The Arc of Northern Essex County, Inc Haverhill, MA **1996 to 1997**

Family Services Coordinator

- Provision of advocacy for individuals with disabilities and their families
- Interpretation of State and Federal Special Education Laws
- Liaison between thirteen communities, school systems, area vendors/agencies
- Assisting families in obtaining benefits and ongoing services

Crotched Mountain Residential Services, Derry, NH

1989-1996

Program Director

1989-1996

- Responsible for daily oversight and management of residential & day programs
- Provision of direct care services
- Scheduling, completing performance based evaluations, training, interviewing, supervision
- Provide support, direction, training and supervision to 10 staff
- Monitor services provided in accordance with agency and state & federal requirements
- Conducting Quality Assurance reviews, annual state certification reviews, programmatic documentation, functional and safety assessments
- Providing Medication Administration
- Coordinating medical assessments and services
- Community Liaison, fundraising chair, direct training, supervision & oversight to interns

Residential Counselor

1986-1989

- Provision of direct care services
- Support with all activities of daily living
- Implementation of ISP goals, completion of documentation
- Coordination and assistance with all community activities
- Coordination of all medical services, medication administration

New Hampshire Residential Programs, Windham, NH

1984-1986

Residential Advisor

- Provision of direct care services, support with all activities of daily living
- Implementation of ISP goals, completion of documentation
- Coordination and assistance with all community activities
- Coordination of all medical services, medication administration

Education

1987

Timberlane Regional High School

1988

University of New Hampshire

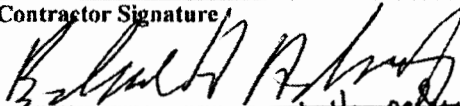
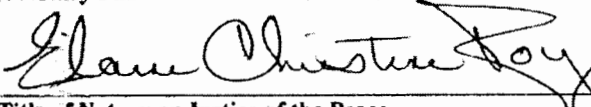

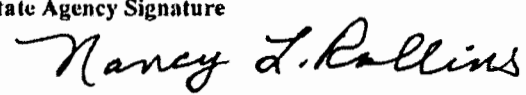
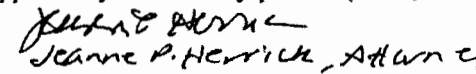
Subject: to provide Developmental and Acquired Brain Disorder Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name Community Crossroads, Inc.		1.4 Contractor Address 8 Commerce Drive Atkinson, New Hampshire 03811	
1.5 Contractor Phone Number (603) 893-1299	1.6 Account Number 05-95-93-930010-7013-102-500731, 7852-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$3,130,544
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Edward H. Adamsky, Board President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>3/3/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Christine Roy, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: community support/independent living services, day services, family-centered early support and services, family support services, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Resident Review (PASRR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASRR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: KPA
Date: 5/13/13

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

Contractor Initials: BPA

Date: 0/13/13

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

Contractor Initials: BIA
Date: 5/13/13

2. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and with He-M 517.

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Living Innovations, Inc. 155 Main Street Salem, New Hampshire 03079	18	54,227	LA0
People First of New Hampshire 4 Park Street, Suite #204 Concord, New Hampshire 03301	266	N/A	L05
Life Visions 40 Highland Street Newton, New Hampshire 03848	5	10,014	LJ0
TOTALS	289	64,241	

2.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

2.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports as applicable to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and State Fiscal Years 2014 and 2015

Contractor Initials: BA
Date: 6/13/13

- training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 2.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 2.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 2.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 2.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 2.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 2.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

3. DAY SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516 - "Adult Day and Work Activities," He-M 507 - "Day Habilitation," and/or He-M 518 - "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Living Innovations, Inc. 395 Main Street, Unit 1 Salem, New Hampshire 03079	6	29,582	DA0
Lifeshare, Inc. 20 Mary E. Clark Dr., Unit 4 Hampstead, New Hampshire 03841	33	129,043	DB0
Community Crossroads, Inc. 8 Commerce Drive Atkinson, New Hampshire 03811	8	11,069	D02
Easter Seal Society of New Hampshire, Inc. Employment Development Services 92 Portsmouth Avenue, Ste 10 Exeter, New Hampshire 03833	12	56,538	D2W
Crotched Mountain Residential Services, Inc. 16 Brookstone Park, Route 111, Suite 3 Derry, New Hampshire 03038	2	8,526	D30
Nashua Center for the Multiply Handicapped P. O. Box 1269 Nashua, New Hampshire 03061	1	2,731	D4J

State Fiscal Years 2014 and 2015

Contractor Initials: BM
Date: 6/13/13

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Kimi Nichols Center 17 East Road Plaistow, New Hampshire 03865	23	128,317	D5D
Farmsteads of NE, Inc. 213 Center Road Hillsborough, NH 03244	2	8,146	DHH
Independent Services Network PO Box 1111 Manchester, New Hampshire 03103	2	8,221	DIN
Life Visions 40 Highland Street Newton, New Hampshire 03848	32	114,063	DJO
Work Opportunities Unlimited 4 Peabody Road, Annex Unit D Derry, New Hampshire 03038	21	71,240	D91
TOTALS	<u>142</u>	<u>567,476</u>	

3.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: BA
Date: 8/13/13

4. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early intervention supports will be provided in accordance with the service description(s) cited below and in compliance with He-M 510 - "Family-Centered Early Supports and Services."

<u>NAME AND ADDRESS OF AGENCY</u>	<u>TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS</u>	<u>COST CENTER CODE</u>
Easter Seal Society of New Hampshire, Inc. 15 Ermer Road Unit 102 & 103 Salem, New Hampshire 03079	255	E2E
Nashua Center for the Multiply Handicapped P. O. Box 1269 Nashua, New Hampshire 03061	100	E4E
Parent Information Center PO Box 2405 Concord, New Hampshire 03301	180	E04
TOTALS	<u>535</u>	

4.2. The Contractor agrees that should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: BA
Date: 9/19/13

5. FAMILY SUPPORT SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below, with He-M 519 - "Family Support Services" and He-M 513 - "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>FAMILIES PROVIDED WITH RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH NON-RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS</u>	<u>RESPITE UNITS</u>	<u>COST CENTER CODE</u>
Community Crossroads, Inc. 8 Commerce Drive Atkinson, New Hampshire 03811	371	30	184	157	112,343	F01 F02

5.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

SLA
5/14/10

6. IN-HOME SUPPORT SERVICES

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513 - "Respite", He-M 517 - "Environmental Modifications", and/or He-M 503 and 510 - "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Community Crossroads, Inc. 8 Commerce Drive Atkinson, New Hampshire 03811	9	106	100, 103, 104 108, 109, 10A, 10B
Living Innovations, Inc. 395 Main Street, Unit 1 Salem, New Hampshire 03079	2	24	IA0
Life VisionsIPP 40 Highland Street Newton, New Hampshire 03848	6	71	IJ0
TOTALS	<u>17</u>	<u>201</u>	

6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

State Fiscal Years 2014 and 2015

Contractor Initials:
Date:

6.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 6.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: BA
Date: 9/13

7. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
Living Innovations, Inc. 395 Main Street, Unit 1 Salem, New Hampshire 03079	Day Res	11 11	Day Res	44,051 3,007	CA0
Lifeshare, Inc. 20 Mary E. Clark Dr., Unit 4 Hampstead, New Hampshire 03841	Day Res	4 5	Day Res	15,924 1,513	CB0
Community Crossroads, Inc. 8 Commerce Drive Atkinson, New Hampshire 03811	Day Res	1 1	Day Res	5,234 357	C06, C0F
Residential Resources 23 Hall Farm Road, Unit #2 Atkinson, New Hampshire 03811	Day Res	5 7	Day Res	24,204 2,193	C10
Easter Seal Society of New Hampshire, Inc. 44 Birch Street Derry, New Hampshire 03038	Day Res	11 12	Day Res	50,142 3,924	C20
Crotched Mountain Residential Services, Inc. 16 Brookstone Park, Route 111, Suite 3 Derry, New Hampshire 03038 State Fiscal Years 2014 and 2015	Day Res	1 5	Day Res	4,698 1,771	C30

Contractor Initials: GA
Date: 5/13/13

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Alternative Program and Treatments 155 Dow Street, Suite 450 Manchester, New Hampshire 03101	Day 1 Res 1	Day 4,799 Res 202	CT0
Community Partners for Change 491 Amherst Street, Suite 220 Nashua, New Hampshire 03063	Day 1 Res 1	Day 5,520 Res 357	CG0
May Institute 41 Pacella Park Drive Randolph, Massachusetts 02368	Day 1 Res 1	Day 4,800 Res 228	CM0
Kimi Nichols Center 17 East Road Plaistow, New Hampshire 03865	Day 4 Res 4	Day 20,895 Res 1,250	C5T
IPP 6 Chenell Drive Suite 100, PO Box 2168 Concord, New Hampshire 03301	Day 1 Res 1	Day 3,863 Res 333	CP0
Lakeview Neuro Rehabilitation Center 101 Highwatch Road Effingham Falls, New Hampshire 03814	Day 1 Res 1	Day 4,938 Res 271	CF1
Granite Bay Connections, Inc. 54 Old Suncook Road Concord, New Hampshire 03301	Day 7 Res 7	Day 38,150 Res 2,185	CC0

State Fiscal Years 2014 and 2015

Contractor Initials: MA
Date: 5/13/13

Nashua Center for the Multiply Handicapped
 P. O. Box 1269
 Nashua, New Hampshire 03061

Day 6 Day 27,749 C40
 Res 8 Res 2,653

Farmsteads of NE, Inc.
 213 Center Road
 Hillsborough, NH 03244

Day 3 Day 13,518 CHH
 Res 3 Res 780

Life Visions
 40 Highland Street
 Newton, New Hampshire 03848

Day 3 Day 9,237 CJ0
 Res 3 Res 706

TOTALS

Day 61 Day 277,722
 Res 70 Res 21,730

7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

7.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

SLA
7/2/13

8. RESIDENTIAL SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Lifeshare, Inc. 20 Mary E. Clark Dr., Unit 4 Hampstead, New Hampshire 03841	5	1,116	RB0
Living Innovations, Inc. 395 Main Street, Unit 1 Salem, New Hampshire 03079	4	1,131	RA0
Easter Seal Society of New Hampshire, Inc. 44 Birch Street Derry, New Hampshire 03038	2	449	R2F, R20
Crotched Mountain Residential Services, Inc. 16 Brookstone Park, Route 111, Suite 3 Derry, New Hampshire 03038	2	728	R30
Kimi Nichols Center 17 East Road Plaislow, New Hampshire 03865	15	4,850	R50
Nashua Center for the Multiply Handicapped P. O. Box 1269 Nashua, New Hampshire 03061	4	1,150	R40

State Fiscal Years 2014 and 2015

Contractor Initials: *MAA*
Date: *7/3/13*

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Career Resources 165 Winter Street Haverhill, Massachusetts 01830	1	223	R60
Plowshare Farm 32 Whitney Road Greenfield, New Hampshire 03047	1	257	RK0
Community Resources for Justice 500 Harrison Avenue, Suite 1-F Boston, Massachusetts 02118	1	327	R8C
I.S.N. 40 North Main Street, 4 th Floor Concord, New Hampshire 03301	1	357	R10
Life Visions 40 Highland Street Newton, NH 03858	7	2,124	RJ0
Community Crossroads, Inc. 8 Commerce Drive Atkinson, New Hampshire 03811	2	1,546	R0R
TOTALS	<u>50</u>	<u>14,202</u>	

8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price

Contractor Initials: BA
Date: 4/13/12

limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. SERVICE COORDINATION

- 9.1. The Contractor agrees to employ 12 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 318 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 1 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$4,000 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's(s) own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/23/13

10. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522 - "Services to Persons with Acquired Brain Disorders."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
Residential Resources 23 Hall Farm Road, Unit #2 Atkinson, New Hampshire 03811	Day Res	3 5	Day Res	10,586 1,728	C10
Granite Bay Connections, Inc. 54 Old Suncook Road Concord, New Hampshire 03301	Day Res	1 1	Day Res	2,760 365	CC0
Robin Hill Farms P. O. Box 1067 Hillsboro, New Hampshire 03244	Day Res	2 3	Day Res	3,968 1,068	CD3
Lakeview Neuro Rehabilitation Center 101 Highwatch Road Effingham Falls, New Hampshire 03814	Day Res	1 1	Day Res	2,880 365	CF1
Living Innovations, Inc. 395 Main Street, Unit 1 Salem, New Hampshire 03079	Day Res	2 2	Day Res	8,764 614	CA0
Lifeshare, Inc. 20 Mary E. Clark Dr., Unit 4 Hampstead, New Hampshire 03841	Day	1	Day	3,288	DB0

State Fiscal Years 2014 and 2015

Contractor Initials: *BA*
Date: *5/3/13*

NAME/ADDRESS OF AGENCY

TOTAL ENROLLMENT

UNITS

COST CENTER CODE

Community Crossroads, Inc.
8 Commerce Drive
Atkinson, New Hampshire 03811

CDS 1 CDS 12 I0L

Rose Meadow Farm
37 Briar Hill Road
New Boston, New Hampshire 03070

Res 3 Res 1,038 RMI

TOTALS

CDS 1 CDS 12
Day 10 Day 32,246
Res 15 Res 5,178

10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 10.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

[Signature]
5/13/15

10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

B.A.
5/13/13

11. CONSOLIDATED DEVELOPMENTAL SERVICES

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and with He-M 507 - "Day Habilitation," He-M 518 - "Employment Services," He-M 513 - "Respite," and/or He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Community Crossroads, Inc. 8 Commerce Drive Atkinson, New Hampshire 03811	41	512	I00, I01, I02, I05, I06, I07, I0C, I0D, I0E, I0F, I0G, I0H, I0J, I0K, I0L, I0M, I0N, I0O, I0P, I0Q, I0R, I0S
Living Innovations, Inc. 395 Main Street, Unit 1 Salem, New Hampshire 03079	4	49	IAC
Life Visions 40 Highland Street Newton, New Hampshire 03848	3	36	IJ0
TOTALS	48	597	

11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

State Fiscal Years 2014 and 2015

Contractor Initials: MA
Date: 5/13/13

11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 11.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

Contractor Initials: *EM*
Date: *5/3/13*

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$2,098,002 and federal funds made available from the Catalog of Federal Domestic Assistance, CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$1,032,542.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditures, which exceed the approved budgets, shall be solely the financial transfer

Contractor Initials: SBA

Date: 07/13/13

responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials: BAA

Date: 5/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials: BMA
Date: 5/13/13

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor.

DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)

8 Commerce Drive, Atkinson, Rockingham, N.H. 03811

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

Community Crossroads, Inc.

From: 7/1/2013 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

* *Edward H. Adamsky, Board President*
(Name & Title of Authorized Contractor Representative)

* *[Signature]*
(Contractor Representative Signature)

5/13/13
(Date)

Contractor Initials: *KJA*

Date: *8/13/13*

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

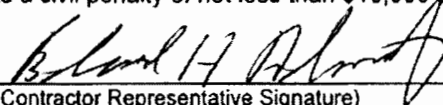
Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care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

Contract Period: July 1, 2013 through June 30, 2015

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.

* 
(Contractor Representative Signature)

Edward H. Adamsky, Board President
(Authorized Contractor Representative Name & Title)

Community Crossroads, Inc.
(Contractor Name)

5/13/13
(Date)

Contractor Initials: 
Date: 5/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: BA

Date: 5/13/13

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

[Handwritten Signature]

(Contractor Representative Signature)

Edward H. Adamsky Board President

(Authorized Contractor Representative Name & Title)

Community Crossroads, Inc.

(Contractor Name)

5/13/13

(Date)

Contractor Initials: *EHA*

Date: 5/13/13

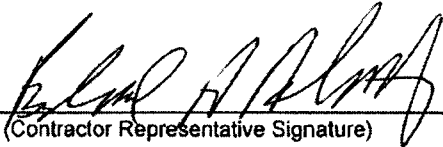
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

x  Edward H. Adimsky Board President
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Community Crossroads, Inc. 5/13/13
(Contractor Name) (Date)

NH Department of Health and Human Services


STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

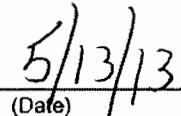
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

x 
(Contractor Representative Signature)


(Authorized Contractor Representative Name & Title)

Community Crossroads, Inc.
(Contractor Name)


(Date)

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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
Division of Community Based Care Services

Community Crossroads, Inc.

The State Agency Name

Name of the Contractor

Nancy L. Rollins

x Edward H. Adamsky

Signature of Authorized Representative

Signature of Authorized Representative

Nancy L. Rollins

x Edward H. Adamsky

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

x Board President

Title of Authorized Representative

Title of Authorized Representative

5/29/13

x 5/13/13

Date

Date

Contractor Initials: *EA*

Date: *5/13/13*

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

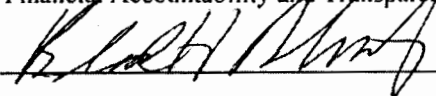
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.

x  Edward H. Alamsky Board President
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Community Crossroads, Inc. 5/13/13
(Contractor Name) (Date)

Contractor initials: EA
Date: 5/13/13
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD 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: 184213387

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

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: _____

Contractor initials: DM
Date: 5/13/12
Page # _____ of Page # _____

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: _____

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16)				
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Dennis Powers -- CEO	\$128,750	1.50%	98.50%	\$1,931.25
Cynthia Mahar -- Executive Director	\$92,700	1.50%	98.50%	\$1,390.50
William Dillon -- CFO	\$85,000	1.50%	98.50%	\$1,275.00
Kelly Judson -- Svc. Coord. Supervisor	\$72,100	1.50%	98.50%	\$1,081.50
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health & Developmental Services of Strafford County (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 113 Crosby Road, Suite #1, Dover, NH 03820-4375.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$1,288,763.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

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

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

State of New Hampshire
Department of Health and Human Services

5/20/15
Date

Diane Langley
Diane Langley
Director

Behavioral Health & Developmental Services of Strafford

County
York
Date

Brian Collins
NAME *Brian Collins*
TITLE *Executive Director*

Acknowledgement:

State of NH, County of STRAFFORD on 4/24/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Elizabeth C. Dunnells
Name and Title of Notary or Justice of the Peace

ELIZABETH C. DUNNELLS, Notary Public
My Commission Expires March 13, 2020

Contractor Initials: *BJC*
Date: 4-24-15



**New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services**

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

OFFICE OF THE ATTORNEY GENERAL

4/9/15
Date

[Signature]
Name: Megan A. Gagne
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an “x” below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
X	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)
X	Council on Youths with Chronic Conditions Support

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

DJC

4-24-15



Exhibit A – Amendment 1

- 1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.
- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.



Exhibit A – Amendment 1

2.5. **Systemic, Therapeutic Assessment, Respite and Treatment (START):**

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. **Risk Management:**

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. **Wait List Registry:**

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. **Employment Data System (EDS):**

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. **Budget Tracking System (BTS):**

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. **NHLeads:**

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

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Handwritten date: 4-24-11



Exhibit A – Amendment 1

2.11. No Wrong Door System:

- 2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:
- 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
 - 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
 - 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit A –1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.



Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.2.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
Community Partners	245	E01

- 3.3. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.2.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
Community Partners	350	0	225	125	70352	F01

- 4.3. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the

Contractor Initials *RS*
 Date 4-24-15



Exhibit A –1

service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.
- 5.2. General Provisions:
- 5.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 5.4. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 5.5. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 5.6. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 5.7. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 5.8. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
- 5.9. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
- 5.10. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
- 5.11. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 5.12. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 5.13. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities

BIC

4-24-15



Exhibit A –1

- and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- 5.14. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
 - 5.15. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 5.16. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 5.17. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 5.18. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 5.19. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 5.20. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 5.21. Provide effective and evidence based family support practices, including but not limited to:
 - 5.22. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 5.23. Integrate family support services with other agency services in region;
 - 5.24. Incorporate the family support program within the agency's administrative structure;
 - 5.25. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 5.26. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - 5.27. Promote community/regional participation in designing services and providing resources for families and children; and,
 - 5.28. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
 - 5.29. Provide educational opportunities to families, and provide training and support activities to Family Councils.

BJL
Date 4/24-15



Exhibit A –1

- 5.30. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.31. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.32. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.33. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.34. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.35. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.



Exhibit A –1

7. Residences Which May Also Provide Day Program Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."
- 7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.



Exhibit A –1

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

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Exhibit A –1

9. Service Coordination

- 9.1. The Contractor agrees to employ 11.5 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 296 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of all developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."
- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the

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Date 4-24-15



Exhibit A –1

- date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
 - 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
 - 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
 - 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
 - 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
 - 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the



Exhibit A –1

- individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
 - 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
 - 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
 - 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
 - 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

12. Council on Youths with Chronic Conditions Support

- 12.1. The Contractor shall provide administrative and financial support for the Council for Youths with Chronic Conditions (CYCC). In accordance with RSA 126-J, the Council promotes the organized assessment of the needs of youths with chronic conditions and their families; serves in an advisory capacity to the department of health and human services, department of education, and insurance department for policy and program development; collaborates with the department of health and human services, the department of education, and other public and private organizations statewide to enhance community-based family supports that meet the unique needs of youths with chronic conditions and their families; and increases awareness in the public and private sector of the medical, social, and educational issues which impact youths with chronic conditions and their families.
- 12.2. The Contractor shall issue payments based on invoices to the individual, vendor, business, or other entity identified and in the amount specified provided and approved by the Council. Payments shall be issued as directed with 30 business days from the date the Contractor receives written notification from authorized Council personnel.
- 12.3. The Contractor shall submit monthly expenditure reports within 30 business days from the end of the prior month to the Council. Reports shall be submitted in a format agreed to by the Council and the Contractor, and shall include as much of the information as is necessary to reconcile the records of the Council with the records of the Contractor.

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4-24-15

Exhibit A-2 Community Partners

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	Region 09	L01	Community Support Service	35	48824
Community Participation Services					
	EAS	D06	Day	2	10516
	Great Bay	D03	Day	19	81995
	Region 09	D01	Day	120	514835
	Region 09	D04	Day	9	42008
	Region 09	D04	Day	1	1085
In Home Supprt Services					
	Region 09	I01	In Home Supports	30	526
Residences Which May Also Provide Day Program Services					
	EAS	C06	Day	7	29992
	EAS	C06	Residential	7	1830
	IPP	C02	Day	5	23400
	IPP	C02	Residential	5	1249
	Region 09	C01	Day	16	73248
	Region 09	C01	Residential	16	4528
	Region 09	C03	Day	5	24831
	Region 09	C03	Residential	5	1305
Residential Services					
	EAS	R06	Residential	1	279
	IPP	R02	Residential	2	619
	Region 09	R01	Residential	85	22665
	Region 09	R03	Residential	2	626
Services to Persons With Acquired Brain Disorders					
	EAS	D06	Day	1	2661
	EAS	C06	Day	2	2781
	EAS	C06	Residential	2	466
	Region 09	L01	Community Support Service	2	3654
	Region 09	I01	Consolidated Services	2	24
	Region 09	D01	Day	2	8955
	Region 09	C01	Day	5	21356
	Region 09	C01	Residential	5	1343
	Region 09	C03	Day	3	13125
	Region 09	C03	Residential	3	895
	Region 09	R01	Residential	3	708
	Region 09	R03	Residential	3	921
Participant Directed and Managed Services					
	Region 09	I01	Consolidated Services	39	561

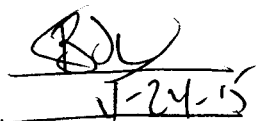
Initials
Date




Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$85,911.00 – 15.7% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$38,025.00 – 7% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR, to provide the Family Support Services/Partners in Health service, as specified in Exhibit A-1 Amendment #1.
 - 2.3. \$421,967.00 – 77.3% General funds.
3. Payment Methodology
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions. These provisions apply to all services provided for in the Agreement with the exception of the Family Support Services/Partners in Health service:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.

(Signature)
4-24-15



Exhibit B Amendment #1

- 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The



Exhibit B Amendment #1

amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
- 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the State.
- 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 3.2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions. These provisions apply exclusively to the Family Support Services/Partners in Health service:
 - 3.2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 3.2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered. The total maximum amount of all monthly bills submitted for the program period specified in Paragraph 2 shall not exceed \$18,025.00 for Family Support (Staff) Services and \$20,000.00 for Flex Funds (paid as spent). These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 3.2.3. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.



Exhibit B Amendment #1

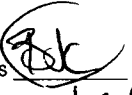
- 3.2.4. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A-1 Amendment #1.
 - 3.2.5. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the program period specified in Paragraph 2.
4. Allocation of Funding
- 4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
 - 4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.
 - 4.2.1. The provisions of Paragraph 4.2 shall not apply to the Family Support Services/Partners in Health service.
 - 4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

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

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


4-24-15



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

[Handwritten Signature]
4-24-15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The following paragraphs shall be added to the General Provisions of this Agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall

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4-24-15



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.

RC
Date 4-24-15



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

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

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

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

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

Exhibit G Amendment #1

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

Contractor Initials

4-24-15

New Hampshire Department of Health and Human Services
Exhibit G Amendment #1



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

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

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

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc.

4-24-15
Date

Brian Collins
Name: Brian Collins
Title: Executive Director

Exhibit G Amendment #1

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

Contractor Initials

BC

Date 4-24-15



Exhibit I - Amendment #1

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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4-24-15



Exhibit I Amendment #1

- 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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4-24-15



Exhibit I Amendment #1

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

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4-24-15



Exhibit I Amendment #1

- 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 Amendment #1

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Handwritten initials]

4-24-15



Exhibit I Amendment #1

- 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.

NH DHHS
 The State

Lorene Reagan
 Signature of Authorized Representative

Lorene Reagan
 Name of Authorized Representative

MS, RN Bureau Chief
 Title of Authorized Representative

5/20/15
 Date

Behavioral Health + Developmental Services of Strafford County Inc
 DBA Community Partners
 Name of the Contractor

[Signature]
 Signature of Authorized Representative

Brian Collins
 Name of Authorized Representative

Executive Director
 Title of Authorized Representative

4-24-15
 Date

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 filed September 24, 1982. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April, A.D. 2015

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 nonprofit corporation filed October 27, 2003. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, CHRISTOPHER G Rowdy, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Behavioral Health + Developmental Services of Strafford County, Inc.
DBA Community Partners
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 4/20/15:
(Date)

RESOLVED: That the Executive Director Brian Collins
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 24th day of April, 2015.
(Date Contract Signed)

4. Brian Collins is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF New Hampshire
County of Strafford

The forgoing instrument was acknowledged before me this 28th day of April, 2015.

By Christopher Rowdy
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12-4-18

Elizabeth Jane Jeffries
New Hampshire Notary Public
Comm. Expires 12/04/2018

Client#: 950869

BEHAVHEA7

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2015

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 USI Insurance Services LLC PO Box 406 Portland, ME 04112-0406	CONTACT NAME:		
	PHONE (A/C, No, Ext): 207-239-3500	FAX (A/C, No): 781-376-5035	
INSURED Behavioral Health & Developmental Svcs dba Community Partners 113 Crosby Road Suite 1 Dover, NH 03820	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insuranc		18058
	INSURER B: NH Employers Insurance Company		13083
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1196170	07/01/2014	07/01/2015	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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1196170	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB464639	07/01/2014	07/01/2015	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ECC600400067	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
A	Director&Officer			PHSD955105	07/01/2014	07/01/2015		\$5,000,000
A	Professional			PHPK1196170	07/01/2014	07/01/2015		\$1MM Ea Claim/\$3MM Agg

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

CERTIFICATE HOLDER

New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>WP Carroll</i>

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

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.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2014 and 2013

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, 2014 and 2013, 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, 2014 and 2013, 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

Report on Supplementary Information

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

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire
November 4, 2014

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

Consolidated Statements of Financial Position

June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
ASSETS		
Cash and cash equivalents	\$ 1,688,233	\$ 3,713,671
Restricted cash	161,186	238,344
Accounts receivable, net of allowance for doubtful accounts	2,994,797	2,353,472
Grants receivable	106,509	106,526
Prepaid expenses	233,647	278,875
Property and equipment, net	<u>2,441,022</u>	<u>2,153,082</u>
Total assets	<u>\$ 7,625,394</u>	<u>\$ 8,843,970</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 2,160,347	\$ 2,001,550
Refundable advances	787,904	962,155
Due to the State	-	1,340,088
Loan fund	88,996	88,818
Notes payable	<u>842,784</u>	<u>714,337</u>
Total liabilities	<u>3,880,031</u>	<u>5,106,948</u>
Commitments and contingencies (Note 8)		
Net assets		
Unrestricted	3,701,263	3,666,713
Temporarily restricted	<u>44,100</u>	<u>70,309</u>
Total net assets	<u>3,745,363</u>	<u>3,737,022</u>
Total liabilities and net assets	<u>\$ 7,625,394</u>	<u>\$ 8,843,970</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, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,304,027	\$ 22,742,375
Medicare revenue	229,854	147,225
Client resources	1,490,712	1,382,369
Contract revenue	1,182,715	853,503
Grant income	465,425	441,454
Interest income	522	1,377
Other program revenue	62,145	88,399
Public support	73,291	106,850
Other revenue	<u>489,791</u>	<u>269,129</u>
Total public support and revenue	27,298,482	26,032,681
Net assets released from restrictions	<u>27,933</u>	<u>31,073</u>
Total public support, revenue, and reclassifications	<u>27,326,415</u>	<u>26,063,754</u>
Expenses		
Program services		
Case management	1,896,638	1,932,330
Day programs and community support	6,639,532	6,523,328
Early support services and youth and family	3,321,818	3,369,271
Family support	600,208	599,153
Residential services	4,737,494	4,908,651
Combined residential, day and consolidated services	6,150,215	5,344,857
Medical services	104,930	102,565
Adult services	475,395	444,541
Emergency services	597,080	579,318
Other	<u>689,634</u>	<u>426,787</u>
Total program expenses	25,212,944	24,230,801
Supporting services		
General management	<u>2,078,921</u>	<u>1,763,333</u>
Total expenses	<u>27,291,865</u>	<u>25,994,134</u>
Total change in unrestricted net assets	<u>34,550</u>	<u>69,620</u>
Changes in temporarily restricted net assets		
United Way allocation	1,724	4,864
Net assets released from restrictions	<u>(27,933)</u>	<u>(31,073)</u>
Total change in temporarily restricted net assets	<u>(26,209)</u>	<u>(26,209)</u>
Total change in net assets	8,341	43,411
Net assets, beginning of year	<u>3,737,022</u>	<u>3,693,611</u>
Net assets, end of year	<u>\$ 3,745,363</u>	<u>\$ 3,737,022</u>

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2014

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Medical Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Revenue													
Medicaid revenue	\$ 2,004,554	\$ 5,371,665	\$ 3,268,908	\$ 243,744	\$ 5,382,737	\$ 6,478,466	\$ -	\$ -	\$ 93,037	\$ 194,107	\$ 23,304,027	\$ -	\$ 23,304,027
Medicare revenue	-	175,197	323	-	-	-	-	265,809	6,449	6,355	229,854	-	229,854
Client resources	49,785	79,950	322,560	792	644,576	315,660	-	39,530	37,615	3,221	1,490,712	-	1,490,712
Contract revenue	8,192	232,523	232,848	193,657	-	-	220,549	4,850	105,313	179,263	1,177,195	5,520	1,182,715
Grant income	19,712	24,979	65,826	10,801	2,232	1,231	-	17,612	-	281,087	423,580	41,845	465,425
Interest income	-	-	-	-	-	-	-	-	-	-	-	522	522
Other program revenue	19,499	54,954	1,191	-	-	-	-	-	-	-	56,145	6,000	62,145
Public support	5,595	3,219	12,225	258	1,200	159	-	-	-	30,896	72,634	857	73,291
Other revenue	(138)	33,578	37,997	258	308	-	-	-	-	136,813	208,975	280,816	488,791
Total functional public support and revenue	2,101,604	5,878,441	3,933,972	461,477	6,031,053	6,795,516	220,549	364,354	242,414	833,742	26,963,122	335,360	27,298,482
Net assets released from restrictions	1,724	-	-	-	-	-	-	-	-	26,209	27,933	-	27,933
Total public support, revenue and reclassifications	2,103,328	5,978,441	3,933,972	461,477	6,031,053	6,795,516	220,549	364,354	242,414	859,951	26,991,055	335,360	27,326,415
Expenses													
Salaries and wages	1,219,854	3,618,109	2,010,797	155,515	587,402	1,285,399	78,476	285,183	420,963	361,342	10,023,040	1,155,676	11,178,716
Employee benefits	275,094	961,980	496,466	60,230	84,247	293,583	6,820	64,510	73,204	68,924	2,385,068	155,926	2,540,994
Payroll taxes	91,199	285,971	152,269	12,321	46,462	102,654	3,890	20,254	30,080	34,558	779,558	58,567	838,125
Contracted substitute staff	2,805	24,825	7,316	-	-	300	125	968	1,478	1,478	50,099	202,008	252,107
Client treatment services	507	9,942	(914)	240,510	2,962,407	1,381,378	(40)	(316)	(463)	59,070	4,652,082	35	4,652,117
Client therapies	35,005	301	76,460	755	25,247	30,234	(40)	18,440	-	-	186,442	-	186,272
Professional fees and consultants	35,978	113,081	165,860	3,295	12,593	16,318	1,308	43,782	12,538	9,163	416,506	167,312	583,816
Subcontractors	-	450,401	-	-	892,365	2,732,788	-	-	-	-	4,075,554	-	4,075,554
Staff development/training	5,270	68,495	54,089	3,362	3,546	12,838	1,507	944	997	1,722	152,770	30,689	183,459
Rent	20,607	138,537	51,147	-	2,640	9,270	1,070	3,969	12,345	8,681	248,266	1,694	250,960
Utilities	14,132	50,456	17,716	2,201	8,012	15,110	2,375	2,375	3,839	10,894	125,007	9,537	134,544
Building maintenance and repairs	11,156	35,819	16,950	1,381	16,716	11,483	272	2,196	3,241	2,923	102,134	6,215	108,349
Other occupancy costs	8,483	53,372	14,190	8,463	4,205	5,747	246	1,566	4,811	13,125	106,682	5,257	111,919
Office	8,840	37,319	15,085	2,090	2,371	1,934	459	1,934	2,856	7,640	84,326	58,623	142,949
Building/household	5,256	22,372	8,820	893	3,547	3,437	105	1,084	1,240	7,014	53,668	11,991	65,659
Client consumables	2,540	40,289	7,871	6,911	27,140	49,951	7	71	86	1,474	136,320	4,543	140,863
Medical	137	1,089	352	-	1,830	1,482	546	34	127	10	5,609	(9)	5,600
Equipment maintenance	18,867	48,554	80,864	(257)	(2,655)	(6,935)	1,495	6,708	9,973	2,058	128,670	21,316	149,986
Depreciation	23,713	91,745	35,095	4,956	13,629	35,953	369	4,628	4,242	1,743	216,073	43,700	259,773
Advertising	131	685	192	72	295	245	1	21	12	10	1,664	1,162	2,826
Printing	316	765	10,816	22	10	299	12	77	146	25	12,488	1,694	14,182
Telephone/communications	24,017	43,713	32,248	3,333	3,279	6,316	456	4,651	4,266	7,277	129,556	28,784	158,340
Postage/shipping	4,291	5,573	6,660	597	18	765	90	942	1,198	847	20,981	3,109	24,090
Transportation	52,931	386,535	47,783	8,346	32,399	108,339	7	5,235	1,604	9,915	653,094	13,009	666,103
Assistance to individuals	11,563	53,795	(9,716)	89,253	2,388	24,388	-	-	-	-	195,156	7,341	202,497
Insurance	19,101	75,201	41,546	6,923	6,923	19,280	6,417	4,992	6,032	1,504	182,493	10,787	193,280
Membership dues	2,080	7,700	6,486	6	90	41	951	748	1,095	175	18,372	65,402	84,774
Interest	2,293	11,659	3,228	321	1,528	2,688	52	381	1,076	4,719	27,945	2,270	30,215
Other	452	749	2,342	561	48	131	8	70	94	36,886	41,341	12,443	53,784
Total expenses	1,896,638	6,639,632	3,321,818	800,208	4,737,494	6,150,215	104,930	475,395	597,080	689,634	25,212,944	2,078,921	27,291,865
Increase (decrease) in unrestricted net assets	\$ 206,690	\$ (661,091)	\$ 612,154	\$ (138,731)	\$ 1,293,559	\$ 643,301	\$ 115,619	\$ (111,041)	\$ (354,666)	\$ 170,317	\$ 1,778,111	\$ (1,743,561)	\$ 34,550

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, 2013

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Medical Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Revenue													
Medicaid revenue	\$ 2,195,206	\$ 5,447,731	\$ 3,664,506	\$ 217,202	\$ 5,596,010	\$ 5,210,953	\$ -	\$ 273,591	\$ 98,390	\$ 38,786	\$ 22,742,375	\$ -	\$ 22,742,375
Medicare revenue	132	104,832	-	-	-	42,161	-	42,161	-	-	147,225	-	147,225
Client resources	46,016	106,932	248,179	-	610,332	246,945	-	82,885	41,080	-	1,382,369	-	1,382,369
Contract revenue	3,328	172,579	70,064	146,700	805	36,720	200,214	35,349	103,740	70,004	841,503	12,000	853,503
Grant income	21,097	127,764	78,566	24,285	895	1,162	8	16,821	90	155,155	425,743	15,711	441,454
Interest income	-	65,812	3,765	-	-	-	-	12,822	-	-	82,399	6,000	88,399
Other program revenue	16,251	8,283	952	55,143	-	16	-	84	-	25,701	106,430	420	106,850
Public support	946	37,489	1,415	2,899	199	725	-	-	-	126,421	170,094	99,035	269,129
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Total functional public support and revenue	2,282,976	6,071,522	4,067,447	446,229	6,208,341	5,498,521	200,222	463,513	243,300	416,067	25,898,138	134,543	26,032,681
Net assets released from restrictions	4,864	-	-	-	-	-	-	-	-	26,209	31,073	-	31,073
Total public support, revenue and reclassifications	2,287,840	6,071,522	4,067,447	446,229	6,208,341	5,498,521	200,222	463,513	243,300	442,276	25,929,211	134,543	26,063,754
Expenses													
Salaries and wages	1,167,249	3,352,837	1,966,483	125,761	488,863	1,038,325	77,105	252,117	380,945	193,963	9,074,646	1,094,636	10,169,284
Employee benefits	336,689	1,183,777	590,860	70,505	99,948	372,435	8,276	78,708	87,614	55,260	2,864,092	200,136	3,084,228
Payroll taxes	91,361	282,640	158,362	9,990	38,765	86,309	3,824	18,245	28,939	19,794	739,329	89,865	829,214
Contracted substitute staff	1,242	4,471	-	-	-	-	-	-	-	-	5,713	-	45,313
Client treatment services	19,770	25,796	917	274,806	2,688,791	1,322,936	-	9,705	-	23,307	4,366,263	632	4,386,895
Client therapies	32,163	881	108,634	6,365	83,936	37,611	-	9,705	-	-	289,295	-	289,295
Professional fees and consultants	33,190	93,457	154,052	1,728	11,332	17,289	1,278	41,016	11,023	11,105	375,470	34,559	410,029
Subcontractors	-	444,343	-	-	1,352,160	2,245,638	-	-	-	-	4,042,341	-	4,042,341
Staff development/training	3,498	65,964	14,984	1,183	3,178	17,841	861	2,733	1,303	2,508	114,053	12,216	126,269
Rent	20,020	128,503	49,928	-	2,622	9,028	1,051	3,889	11,896	1,753	228,780	-	228,780
Utilities	13,937	45,060	17,133	2,209	5,914	16,503	262	2,328	3,519	9,337	116,202	10,079	126,281
Building maintenance and repairs	9,324	39,486	14,507	1,085	6,877	8,214	252	1,801	2,754	1,660	85,760	5,230	90,990
Other occupancy costs	7,924	39,419	13,185	867	2,512	5,535	227	1,480	4,505	13,893	89,527	6,815	96,342
Office	15,640	35,466	22,720	1,220	3,381	10,950	240	2,328	4,721	2,120	98,786	41,331	140,117
Building/household	4,256	15,970	6,189	617	1,489	2,881	87	884	1,001	578	33,842	3,175	37,017
Client consumables	13,045	42,813	13,880	7,147	25,837	39,518	20	79	354	104	142,587	3,733	146,320
Medical	187	1,016	478	1,142	1,319	42	10	42	182	15	14,401	168	14,587
Equipment maintenance	12,008	54,090	43,247	270	2,071	(1,819)	1,251	5,653	7,924	1,501	124,093	6,499	130,592
Depreciation	31,804	122,058	52,023	6,071	16,696	44,040	606	6,974	6,966	3,072	280,210	47,855	338,065
Advertising	260	770	588	41	786	142	10	242	107	24	2,980	2,308	5,288
Printing	260	377	5,781	45	25	120	4	54	48	24	6,738	812	7,550
Telephone/communications	23,382	39,274	29,305	3,439	3,007	7,323	4,369	3,581	3,539	3,539	117,611	24,356	141,967
Postage/shipping	5,064	5,546	6,183	854	120	1,270	78	535	1,112	636	21,398	3,990	25,388
Transportation	63,237	358,727	45,483	8,014	32,516	89,454	126	5,680	3,478	5,117	611,833	11,905	623,738
Assistance to individuals	5,922	42,963	3,023	74,326	6,261	(59,315)	-	-	-	25,505	92,444	-	92,444
Insurance	17,393	68,542	43,971	2,277	17,446	17,446	6,174	4,582	5,516	1,614	173,758	9,551	183,309
Membership dues	1,126	5,316	93	5	83	121	278	404	590	96	12,120	420	12,646
Interest	2,369	13,766	3,379	328	1,444	2,707	55	395	1,132	5,086	31,911	1,250	31,911
Other	10	150	73	-	1	3	-	438	5	45,176	45,656	60,051	105,837
Total expenses	1,932,330	6,523,328	3,369,271	589,153	4,908,651	5,344,657	102,565	444,541	579,318	428,787	24,230,801	1,763,333	25,994,134
Increase (decrease) in unrestricted net assets	\$ 355,510	\$ (451,806)	\$ 698,176	\$ (152,924)	\$ 1,299,690	\$ 153,864	\$ 87,657	\$ 18,972	\$ (336,018)	\$ 15,489	\$ 1,698,411	\$ (1,628,790)	\$ 69,620

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, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ 8,341	\$ 43,411
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	259,773	338,065
Change in allowance for doubtful accounts	(117,412)	24,699
Decrease (increase) in		
Restricted cash	77,158	(81,825)
Accounts receivable, trade	(523,913)	(290,580)
Grants receivable	17	(86,237)
Prepaid expenses	45,228	132,573
Increase (decrease) in		
Accounts payable and accrued expenses	158,797	529,158
Refundable advances	(174,251)	(34,594)
Due to the State	(1,340,088)	1,340,088
Loan fund	<u>178</u>	<u>222</u>
Net cash (used) provided by operating activities	<u>(1,606,172)</u>	<u>1,914,980</u>
Cash flows from investing activities		
Acquisition of equipment	<u>(372,713)</u>	<u>(260,050)</u>
Cash flows from financing activities		
Principal payments on long-term borrowings	<u>(46,553)</u>	<u>(47,570)</u>
Net (decrease) increase in cash and cash equivalents	<u>(2,025,438)</u>	1,607,360
Cash and cash equivalents, beginning of year	<u>3,713,671</u>	<u>2,106,311</u>
Cash and cash equivalents, end of year	<u>\$ 1,688,233</u>	<u>\$ 3,713,671</u>
Supplemental disclosures		
Noncash transaction - Acquisition of equipment in exchange for note payable	<u>\$ 175,000</u>	<u>\$ -</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, 2014 and 2013

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 various programs offered) for individuals, and their families, with developmental disabilities and/or mental illness. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

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

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

The Foundation received and disbursed the following funds:

	<u>2014</u>	<u>2013</u>
Funds received	\$ 29,546	\$ 24,627
Funds disbursed	<u>27,315</u>	<u>23,587</u>
	<u>\$ 2,231</u>	<u>\$ 1,040</u>

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

Funds received	\$ 255,164
Funds disbursed	<u>185,350</u>
	<u>\$ 69,814</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

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

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Use of Estimates

The preparation of financial statements, in conformity with U.S. generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. 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 existence or absence of donor-imposed restrictions:

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2014 and 2013, the Organization had no permanently restricted net assets.

Contributions

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

Income Taxes

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

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

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

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2014 and 2013.

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, 2014 and 2013, allowances were recorded in the amount of \$153,112 and \$270,524, respectively.

Property and Equipment

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

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

Refundable Advances

The Organization's refundable advances consist of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated Medicaid recoupment settlement reserves for Medicaid eligibility audits, and certain pass through funds (Note 2).

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

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Functional Allocation of Expenses

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

Reclassification

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform to the current year's presentation.

2. Restricted Cash

The Organization is currently serving 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. Accordingly, as of June 30, 2014 and 2013, the Organization held cash totaling \$88,996 and \$88,818, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization is administering the Council for Children and Adolescents with Chronic Health Conditions Program. The total cash restricted for this program as of June 30, 2014 and 2013 was \$43,258 and \$53,238, respectively. A corresponding amount has been recorded as a liability and is classified within refundable advances.

During 2013, the Organization established a self funded insurance policy. As part of this transition, the Organization also established a health reimbursement account to pay for a portion of employee's medical expenses. The total cash restricted for this use as of June 30, 2014 and 2013, was \$28,932 and \$96,288.

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2014</u>	<u>2013</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,562,119	1,554,720
Vehicles	763,129	749,459
Equipment and furniture	<u>2,630,981</u>	<u>2,112,061</u>
	6,816,122	6,276,133
Less accumulated depreciation	<u>4,375,100</u>	<u>4,123,051</u>
	<u>\$ 2,441,022</u>	<u>\$ 2,153,082</u>

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

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

4. Due to the State

Effective March 2013, the New Hampshire Department of Health and Human Services (DHHS) implemented a new Medicaid Management Information System (MMIS) for administering and managing costs for the New Hampshire Medicaid Program. During the implementation period, Medicaid claims were not accepted by DHHS. DHHS anticipated this transition difficulty and issued the Organization transition payments, based on past claim history, to cover the three-week transition period. As actual claims were processed by DHHS in the MMIS system, Medicaid recoupments were reduced by related payments. As of June 30, 2013, a liability representing \$1,340,088 of cash advances received by the Organization and not yet applied against remittances had been reported on the consolidated statement of financial position. As of June 30, 2014, all cash advances had been recouped by the State.

5. Line of Credit

At June 30, 2014 and 2013, the Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1% over the bank's stated index, which was 4.25% during the years ended June 30, 2014 and 2013. The line of credit is collateralized by a security interest in all business assets. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2014 and 2013, there was no outstanding balance on the line.

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

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

6. Notes Payable

Notes payable consisted of the following:

	<u>2014</u>	<u>2013</u>
<u>Developmental Services</u>		
Note payable to a bank, payable in monthly installments of \$1,117, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	\$ 124,857	\$ 132,822
Note payable to a bank, modified on October 17, 2012. At the time of modification, the interest rate changed from 4.55% to 4.15%. Monthly principal and interest installments due changed from \$2,326 to \$2,272, through July 2017 with one payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	272,871	288,512
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment.	<u>169,619</u>	<u>-</u>
Total Developmental Services	567,347	421,334
<u>Behavioral Health Services</u>		
Note payable to a bank, payable in monthly installments of \$2,464, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate and an assignment of certain leases and rents. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	<u>275,437</u>	<u>293,003</u>
	\$ <u>842,784</u>	\$ <u>714,337</u>

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

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

The scheduled maturities of long term debt are as follows:

2015	\$ 76,000
2016	425,000
2017	53,000
2018	256,000
2019	<u>32,784</u>
	\$ <u>842,784</u>

Cash paid for interest approximates interest expense for the years ended June 30, 2014 and 2013.

7. Temporarily Restricted Net Assets

At June 30, 2014 and 2013, temporarily restricted net assets were \$44,100 and \$70,309, respectively. The Organization's restricted assets consist of vehicles contributed to the Organization from the State of New Hampshire under grant programs. These contributed vehicles are to be used for the transportation of the Organization's clients.

8. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from September 2012 through August 2018. Total rent expense charged to operations was \$250,960 in 2014 and \$228,780 in 2013.

Minimum operating lease payments for subsequent years ending after June 30, 2014 are as follows:

	<u>Total</u>
2015	\$ 321,402
2016	320,353
2017	289,810
2018	181,309
2019	<u>778</u>
	\$ <u>1,113,652</u>

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

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Self-Insurance

The Organization has a self-insured health care plan for substantially all of its employees. The Organization has obtained reinsurance coverage to limit its exposure associated with this plan individually of \$30,000 with an aggregate limit of 125% of the expected claims. At June 30, 2014 and 2013, the Organization has accrued \$164,737 and \$300,082, respectively, under the self-insurance contract.

Litigation

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

9. Concentrations

For the years ended June 30, 2014 and 2013, approximately 85% and 87%, respectively, of the support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

The accounts receivable due from Medicaid were:

	<u>2014</u>	<u>2013</u>
Developmental Services	\$ 1,685,928	\$ 1,933,245
Behavioral Health Services	<u>874,971</u>	<u>457,397</u>
	<u>\$ 2,560,899</u>	<u>\$ 2,390,642</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, Bureau of Developmental Service, 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 2015.

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, 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 2016.

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

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

10. Retirement Plan

The Organization maintains a tax sheltered annuity plan that is offered to all eligible employees. The plan includes an employer contribution equal to 3% of each eligible employee's salary. Total costs incurred for the plan during the years ended June 30, 2014 and 2013 were \$233,038 and \$231,559, respectively. The total expense for the years ended June 30, 2014 and 2013 for the Developmental Services division was \$109,548 and \$113,628, respectively, and for the Behavioral Health Services division was \$123,490 and \$117,931, respectively.

11. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. generally accepted accounting principles, management has considered transactions or events occurring through November 4, 2014, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

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

Consolidating Statements of Financial Position

June 30, 2014 and 2013

	2014					2013				
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals
Assets										
Cash and cash equivalents	\$ 876,604	\$ 734,491	\$ 7,228	\$ 70,910	\$ 1,688,233	\$ 1,767,955	\$ 1,867,727	\$ 8,320	\$ 69,669	\$ 3,713,671
Restricted cash	146,720	14,466	-	-	161,186	190,200	48,144	-	-	238,344
Accounts receivable, net of allowance for doubtful accounts	1,869,791	1,303,864	13	-	2,984,797	1,870,835	550,677	161	-	2,353,472
Grants receivable	41,773	64,736	-	-	106,509	43,161	63,365	-	-	106,526
Prepaid expenses	131,822	101,825	-	-	233,647	160,063	118,812	-	-	278,875
Interest in net assets of subsidiaries	68,819	-	-	-	-	63,979	-	-	-	(63,979)
Property and equipment, net	1,916,887	524,135	-	-	2,441,022	1,567,459	585,613	-	-	2,153,082
Total assets	\$ 5,051,416	\$ 2,743,617	\$ 7,241	\$ 70,910	\$ 7,625,394	\$ 5,653,662	\$ 3,234,338	\$ 8,481	\$ 69,669	\$ 8,843,970
Liabilities and Net Assets (Deficit)										
Liabilities										
Accounts payable and accrued expenses	\$ 1,889,223	\$ 440,663	\$ 8,236	\$ 1,096	\$ 2,160,347	\$ 1,442,827	\$ 612,753	\$ 12,085	\$ 2,086	\$ 2,001,550
Refundable advances	440,201	347,703	-	-	787,904	400,590	561,565	-	-	962,155
Due to the State	-	-	-	-	-	1,250,465	89,623	-	-	1,340,088
Loan fund	88,996	-	-	-	88,996	88,818	-	-	-	88,818
Notes payable	567,347	275,437	-	-	842,784	421,334	293,003	-	-	714,337
Total liabilities	2,985,767	1,063,803	8,236	1,096	3,850,031	3,604,034	1,556,944	12,085	2,086	5,106,948
Net assets (deficit)										
Unrestricted	2,021,649	1,679,714	(995)	69,814	3,701,263	1,989,319	1,677,394	(3,604)	67,583	3,666,713
Temporarily restricted	44,100	-	-	-	44,100	70,309	-	-	-	70,309
Total net assets (deficit)	2,065,649	1,679,714	(995)	69,814	3,745,363	2,059,628	1,677,394	(3,604)	67,583	3,737,022
Total liabilities and net assets (deficit)	\$ 5,051,416	\$ 2,743,617	\$ 7,241	\$ 70,910	\$ 7,625,394	\$ 5,653,662	\$ 3,234,338	\$ 8,481	\$ 69,669	\$ 8,843,970

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

Consolidating Statements of Activities

Years Ended June 30, 2014 and 2013

	2014					2013				
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals
Changes in unrestricted net assets (deficit)										
Public support and revenue										
Medicaid revenue	\$ 17,005,812	\$ 6,298,215	\$ -	\$ -	\$ 23,304,027	\$ 15,865,362	\$ 6,877,013	\$ -	\$ -	\$ 22,742,375
Medicare revenue	-	229,684	-	-	229,684	-	147,225	-	-	147,225
Client resources	1,110,313	380,399	-	-	1,490,712	989,783	392,586	-	-	1,382,369
Contract revenue	481,416	701,299	-	-	1,182,715	435,689	417,814	-	-	853,503
Grant income	142,462	322,963	-	-	465,425	225,272	216,162	-	-	441,454
Interest income	-	522	-	-	522	-	1,377	-	-	1,377
Other program income	62,145	-	-	-	62,145	88,399	-	-	-	88,399
Public support	42,453	1,292	-	29,546	73,291	82,223	-	24,627	-	106,850
Other revenue	167,559	324,463	-	-	492,022	172,101	148,068	-	(93,118)	269,129
Total public support and revenue	19,012,160	8,259,007	118,509	29,546	27,298,482	17,808,829	8,200,265	24,627	(93,118)	26,032,681
Net assets released from restrictions	27,933	-	-	-	27,933	31,073	-	-	-	31,073
Total public support, revenue and reclassifications	19,040,093	8,259,007	118,509	29,546	27,326,415	17,839,902	8,200,265	24,627	(93,118)	26,063,754
Expenses										
Program services										
Case management	869,742	1,026,896	-	-	1,896,638	890,894	1,041,436	-	-	1,932,330
Day programs and community support	3,897,948	2,741,584	-	-	6,639,532	3,652,542	2,670,786	-	-	6,323,328
Early support services and youth and family	940,167	2,381,651	-	-	3,321,818	914,438	2,454,833	-	-	3,369,271
Family support	600,208	-	-	-	600,208	589,153	-	-	-	589,153
Residential services	4,737,494	-	-	-	4,737,494	4,908,651	-	-	-	4,908,651
Combined residential, day and consolidated services	6,150,215	-	-	-	6,150,215	5,344,857	-	-	-	5,344,857
Medical services	238,087	104,930	-	-	343,017	182,660	102,565	-	-	285,225
Adult services	237,308	237,308	-	-	474,616	182,660	281,881	-	-	464,541
Emergency services	-	597,080	-	-	597,080	579,318	579,318	-	-	1,158,636
Other	273,652	386,667	115,900	27,315	783,534	274,379	128,821	23,587	(89,136)	426,787
Total program expenses	17,709,513	7,476,116	115,900	27,315	25,212,944	16,967,574	7,239,640	23,587	(89,136)	24,230,801
Supporting services										
General management	1,298,350	780,571	-	-	2,078,921	1,114,920	649,013	-	-	1,763,933
Total expenses	19,007,863	8,256,687	115,900	27,315	27,297,865	18,081,894	7,888,653	23,587	(89,136)	25,994,134
Total change in unrestricted net assets (deficit)	32,230	2,320	2,609	2,231	34,550	(241,992)	311,612	1,040	(3,982)	69,620
Changes in temporarily restricted net assets										
United Way allocation	1,724	-	-	-	1,724	4,864	-	-	-	4,864
Net assets released from restrictions	(27,933)	-	-	-	(27,933)	(31,073)	-	-	-	(31,073)
Total change in temporarily restricted net assets	(26,209)	-	-	-	(26,209)	(26,209)	-	-	-	(26,209)
Total change in net assets (deficit)	6,021	2,320	2,609	2,231	13,181	(268,201)	311,612	1,040	(3,982)	43,411
Net assets (deficit), beginning of year	2,059,628	1,677,394	(3,604)	67,583	3,737,022	2,327,829	1,365,782	66,543	(59,987)	3,693,611
Net assets (deficit), end of year	2,065,649	1,679,714	(995)	69,814	3,745,363	2,059,628	1,677,394	67,583	(63,979)	3,737,022

Board of Directors Roster - 2015

Name	Title	Position
Chris Roundy	Board of Directors	President
Kathleen Boisclair	Board of Directors	Vice President
Matthew Sylvia	Board of Directors	Treasurer
Ann Landry	Board of Directors	Secretary
David Andre	Board of Directors	
Kristine Baber	Board of Directors	
Greg Betts	Board of Directors	
Judge Daniel Cappiello	Board of Directors	
Anthony Demers	Board of Directors	
Rev. Sue Frost	Board of Directors	
Wayne Goss	Board of Directors	
John Guy	Board of Directors	
Bryant Hardwick	Board of Directors	
Kerri Larkin	Board of Directors	
John Lowy	Board of Directors	
Ken Muske	Board of Directors	

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,

Brian Collins

Page 2

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

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy, and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

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

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

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

1985 - 1989

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

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

Brian Collins

Page 3

- 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.

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

Schirm Associates continued

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

1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire

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

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

1977 – 1988 Spaulding Composites, Rochester, New Hampshire

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

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

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

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

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

Education

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

Kathleen Stocker



Accomplishments

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

Business Experience

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

Chief Financial Officer 2001 – Present
Controller 2000 - 2001

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

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

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

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

1990 – 1993 Schirm Associates, Waltham, Massachusetts

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

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

Pamela S. Dushan

[REDACTED]

[REDACTED]

EDUCATION

M.A. - Counseling Psychology, 1980 - Assumption College, Worcester, MA

B.A. - Psychology, 1978 - Keene State College, Keene, NH; Deans List - 1977 & 1978

EXPERIENCE

Community Partners, Dover, NH, Developmental Services, April, 1985 - Current

- **Director of Case Management, 2000 - Current**
 - *Current Supervisory Responsibilities: Case Management Supervisor, Wait List Manager, Intake Coordinator, Consolidated Services Program Developer/Supervisor & Utilization Analyst*
 - *Other Supervisory Responsibilities during this time: Case Managers (8 - prior to hiring CM Supervisor), CM Program Assistant, Financial Benefits Planner*
 - *Assist in the determination of eligibility for individuals requesting services through Developmental Services (both DD & ABD) and the State delivery system.*
 - *Work closely w/Case Management Supervisor to develop & have oversight of the Case Management & Consolidated Services budgets.*
 - *Actively participate on the Community Partners Management Team.*
 - *Develop and work closely w/Case Management Supervisor & Consolidated Services Supervisor to implement policy & procedure in conjunction w/the Management Team.*
 - *Responsible for having ongoing communication w/as well as meeting w/Vendor Agency Management that contracts w/Community Partners.*
 - *Responsible for oversight of Client Waiting List for adults age 21 & over; work in conjunction w/Wait List Manager & Intake Coordinator.*
 - *Responsible of development & oversight of client budgets; work in conjunction w/CFO, Utilization Analyst, Director of Adult Services & Business office.*
 - *Responsible for daily monitoring off services specific to utilization & Medicaid Management.*
 - *Responsible for the oversight of the Community Care Waiver; specifically functional assessment completed by Case Management & Consolidated Services that begins the Medicaid Waiver process.*
- **Co-Director of Case Management, 1991-2000- Supervisory Responsibilities: Case Managers (5)**
- **Case Manager, 1985-1991**
 - *Responsible for providing case management services for a caseload of 25-30.*

- *Responsible for coordinating & assuring continuity of services.*
- *Responsible for assisting client's entry into the service delivery system & monitoring progress on an ongoing basis.*
- *Responsible for the development & implementation of the ISA & providing ongoing monitoring of progress.*
- *Responsible for assisting clients w/enrolling in Social Security, Medicaid, Medicare Part-D, MEAD and/or other benefit plans.*
- *Responsible for completing Monthly CM Activity Notes & Quarterly Satisfaction Surveys.*
- *Responsible for coordinating assessments/evaluations as needed.*
- *Engaged in advocacy activities on behalf of the client; included brokering & linking activities/generic services in order for integration to occur in their communities.*

Solomon Mental Health Center, Lowell, MA, MR Service, May, 1980 – April, 1985

- ***Program Specialist - March, 1984-April, 1985***
 - *Provided counseling & case management services to individuals with developmental disabilities and their families.*
 - *Worked in conjunction with the Service Coordination Team with ISP development and completion of ISP related tasks.*
 - *Evaluated and provided psychological testing to individuals receiving services at the Center.*
 - *Provided continuous re-evaluation of clients' progress and needs through regularly scheduled meetings with program staff.*
 - *Provided consultation services to agencies serving individuals with developmental disabilities.*
 - *Provided technical assistance to the Emergency Team when serving individuals with developmental disabilities who were in crisis situations.*
- ***Case Manager/Counselor, May, 1980 – March, 1984***
 - *Provided counseling and case management services to individuals with developmental disabilities and their families.*
 - *Provided counseling to individuals with a dual diagnoses of mental health & developmental disability.*
 - *Provided psychological testing to individuals receiving services at the Center.*
 - *Lead a weekly Mothers Support Group.*
 - *Worked as a liaison between the local area school systems and DMH, aiding in placements and funding of individuals no longer eligible for Chapter 766 services.*
 - *Provided weekly supervision for Lowell University student practicum.*
 - *Responsible for screening and intake of individuals referred for services.*
 - *Appointed to the Professional Advisory Committee.*
 - *Community Service Award - Association for Retarded Citizens of Greater Lowell - 1983*

Cooperative Human Services, Inc., Worcester, MA., September-May, 1979-1980

- ***Counselor/Intern***

- *Provided counseling services to individuals with developmental disabilities in the Specialized Home Care and Staffed Apartment Programs.*
- *Provided consultation services to other social service agencies within the local community.*
- *Co-Lead weekly Support Group for Foster Parents.*
- *Assessed perspective Foster Parents for the Adolescent Program associated with DYS through interviewing and training sessions.*

Camp Rappatak, Fryeburg, ME, , June-August, 1972-1979

- ***Counselor***

- *Bunk Counselor – responsible for girls ages 9-16 yrs.*
- *Swimming, Waterskiing and Rowing Instructor – for girls ages 7-16 yrs.*
- *Designed and directed Waterskiing Program – 1977.*
- *Held position of Waterfront Director – 1978 & 1979.*
- *Supervised 20 Waterfront Instructors – 1978 & 1979.*

Keene Recreation Department, Keene, NH, September-March, 1976-1977

- ***Lifeguard***

- *Lifeguard for children ages 9-16 yrs.*

ELIZABETH GROSSO

EDUCATION

B.A. in Sociology, 2006 *University of New Hampshire* *Durham, NH*

- Official presenter at Undergraduate Research Conference (2006)
- Dean's List (2002-2006)

EXPERIENCE

Community Partners Developmental Services Dover, NH

Case Management Supervisor (04/2014-present)

- Hire, manage, and provide direct monthly supervision to 11 case managers and 1 administrative assistant
- Manage oversight of 300+ individuals with developmental/intellectual disabilities or Traumatic Brain Injuries (TBI)
- Review/approve annual Individual Service Agreements (ISA) for all consumers on caseload
- Monitor progress made on goals set forth within ISA
- Conduct monthly Client Rights training for all new hires
- Collaborate closely with other departments within the agency to ensure continuity of care for consumers on caseload
- Interact with other agencies/programs within the community in an attempt to identify valuable resources for consumers

NH START UNH Institute on Disability (IOD) Concord, NH

NH START South Collaborative Team Leader and Certified START Coordinator (02/2011-04/2014)

- Supervise/oversee five South Collaborative START Coordinators, provide clinical and systemic leadership
- Establish and promote community linkages and serve as a liaison to mental health providers and other community partners
- Maintain a START caseload of up to 15 individuals
- Attend monthly trainings facilitated by START leadership
- Provide training and resources for Area Agency relating to START services as well as education pertaining to dual diagnosis
- Assist with referrals for consultation and treatment as needed
- Facilitate intake and crisis prevention planning meetings
- Development of comprehensive service evaluations, cross systems crisis plans, intake/assessments, and any other applicable documentation of services provided.
- Collaborate with local mental health agencies in establishing working linkage agreements

Community Partners Developmental Services Dover, NH

Case Manager (07/2009-08/2011)

- Advocate for and manage a caseload of 25 adults with Developmental Disabilities or Traumatic Brain Injuries

Therapeutic Day Program Cooperative Educational Services Trumbull, CT

Educational Instructor (08/2007-06/2009) / **Instructional Aide** (02/2007-08/2007)

- Assist in instructing students with extreme behavioral, emotional, and psychiatric disabilities

Additional Skills/Accomplishments:

- Currently serve on Human Rights Committee, High Risk Committee, and Professional Development Planning Committee
- Perform High-Risk client file monitoring/contributing to database
- Provide ongoing clinical-based trainings to agency staff
- Official presenter at 2011 and 2012 National Association for the Dually Diagnosed (NADD) conferences
- Developed Utilization Review tracker that has been adapted for use nationally within the START program
- Collaborate on development of positive behavioral support plans/safety guidelines
- Attended Leadership Conference 11/2014; topics included managing change, results-oriented communication, coaching approach to supervision, and encouraging peak performance/dealing with problem attitudes
- Co-author of US Public Policy update published in national NADD bulletin regarding coordinated care and appropriate residential placement for individuals with I/DD (2012)

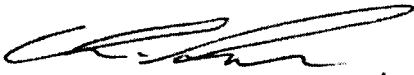
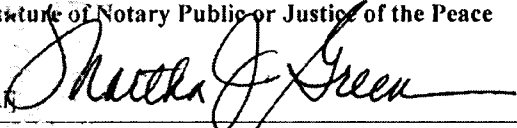
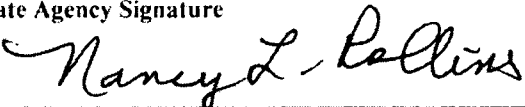
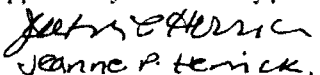
Subject: to provide Developmental and Acquired Brain Disorder Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County		1.4 Contractor Address Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	
1.5 Contractor Phone Number (603) 516-8130	1.6 Account Number 05-95-93-930010-7013-102-500731, 7014-102-500731, 7852-102-500731, 7858-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$742,860
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christopher Roundy, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>4/30/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Martha J. Green, Notary		MARTHA J. GREEN Notary Public - New Hampshire My Commission Expires March 4, 2014	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Henick, Attorney On: <u>15 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

604
4/24/83

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: community support/independent living services, day services, family-centered early support and services, family support services, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Annual Resident Review (PASARR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASARR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: CBR

Date: 4/30/13

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

Contractor Initials: CGP

Date: 4/30/13

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

3. FAMILY SUPPORT SERVICES / PARTNERS IN HEALTH PROGRAM:

The Family Support Services / Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions:

- 1 The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations;
- 5 and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.
- 6 In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 6.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 6.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 6.3 The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 7 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 8 The Contractor provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. He/She also completes an annual report of

Contractor Initials: CGR

Date: 4/30/12

activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
 - 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 2.7. Provide effective and evidence based family support practices.
 - Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - Integrate family support services with other agency services in region;
 - Incorporate the family support program within the agency's administrative structure;
 - Support a full time (35 hours or more per week) Family Support Coordinator;
 - Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - Promote community/regional participation in designing services and providing resources for families and children; and,
 - Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
 - 2.8. Provide educational opportunities to families, and training and support activities to Family Councils.
 - 2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.

Contractor Initials: CGR.

Date: 4/30/13

- 2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.14. Completion of year-end summary of fiscal activities.

Contractor Initials: LGK

Date: 4/30/13

2. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below.

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	57	72,934	L01, L09

2.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

2.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

2.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

2.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

State Fiscal Years 2014 and 2015

Contractor Initials: GG
Date: 4/30/13

2.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 2.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

2.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

2.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

3. DAY SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516 - "Adult Day and Work Activities," He-M 507 - "Day Habilitation," and/or He-M 518 - "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	135	563,623	D01, D04, D09
Great Bay Services 2061 Woodbury Avenue Newington, New Hampshire 03801-2893	19	80,065	D03
TOTALS	<u>154</u>	<u>643,690</u>	

3.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: CGA
Date: 4/30/13

4. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early intervention supports will be provided in accordance with the service description(s) cited below and in compliance with He-M 510 - "Family-Centered Early Supports and Services."

<u>NAME AND ADDRESS OF AGENCY</u>	<u>TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS</u>	<u>COST CENTER CODE</u>
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Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	260	E01
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4.2. The Contractor agrees that should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: CLL
Date: 4/3/13

5. FAMILY SUPPORT SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519 "Family Support Services" and He-M 513 - "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>FAMILIES PROVIDED WITH RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH NON-RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS</u>	<u>RESPITE UNITS</u>	<u>COST CENTER CODE</u>
Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	350	0	285	65	52,939	F01

5.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: CLR
Date: 4/24/13

6. FAMILY SUPPORT SERVICES: PARTNERS IN HEALTH

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services to families with children with chronic health conditions in accordance with the service description(s) cited below and with He-M 523.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>TOTAL CONTACTS</u>	<u>COST CENTER CODE</u>
Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	80	600	F02

6.2. The Contractor hereby agrees that should the aggregate number of children served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: CR
Date: 4/24/15

7. IN-HOME SUPPORT SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513 - "Respite"; He-M 517 - "Environmental Modifications"; and/or He-M 503 and 510 - "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL</u>	<u>ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER</u>
				<u>CODE</u>

Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	20	230	I01, I09	
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7.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

7.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

7.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

7.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: GR
Date: 4/24/13

8. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	Day	23	Day	109,128	C01, C03, C09
	Res	22	Res	6,130	
The Institute of Professional Practice, Inc. 3 Mast Rd., Suite 3 Lee, New Hampshire 03824	Day	5	Day	23,400	C02
	Res	5	Res	1,249	
Easter Seal Society of New Hampshire, Inc. 555 Auburn Street Manchester, New Hampshire 03103	Day	6	Day	24,392	C06
	Res	6	Res	1,565	
TOTALS	Day	<u>34</u>	Day	<u>156,920</u>	
	Res	<u>33</u>	Res	<u>8,944</u>	

8.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price

State Fiscal Years 2014 and 2015

Contractor Initials: CGR
Date: 4/2/13

limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. RESIDENTIAL SERVICES

9.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	78	21,184	R01, R03, R09
The Institute of Professional Practice, Inc. P. O. Box 2168 Concord, New Hampshire 03302	1	358	R02
Easter Seal Society of New Hampshire, Inc. 555 Auburn Street Manchester, New Hampshire 03103	<u>1</u>	<u>279</u>	R06
	<u>TOTAL</u>	<u>80</u>	<u>21,821</u>

9.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

9.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal

State Fiscal Years 2014 and 2015

Contractor Initials: CG
Date: 4/30/13

functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

9.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

9.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

9.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 9.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

9.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

9.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

10. SERVICE COORDINATION

10.1. The Contractor agrees to employ 11.5 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 284 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services for all developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."

10.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.

10.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

10.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

10.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A: 18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.

10.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

11. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522 - "Services to Persons with Acquired Brain Disorders."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	Day	8	Day	34,262	C01, C03, D01
	Res	14	Res	4,090	R01, R03, I01
	CDS	2	CDS	24	
Easter Seal Society of New Hampshire, Inc. 555 Auburn Street Manchester, New Hampshire 03103	Day	3	Day	5,442	C06, D06
	Res	2	Res	466	
TOTALS		<u>Day</u>	<u>11</u>	<u>Day</u>	<u>39,704</u>
		<u>Res</u>	<u>16</u>	<u>Res</u>	<u>4,556</u>
		<u>CDS</u>	<u>2</u>	<u>CDS</u>	<u>24</u>

11.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

11.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

11.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

11.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 11.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

12. CONSOLIDATED DEVELOPMENTAL SERVICES

12.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and with He-M 507 - "Day Habilitation," He-M 518 - "Employment Services," He-M 513 - "Respite," and/or He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Behavioral Health & Developmental Services of Strafford County, Inc. Forum Court 113 Crosby Road, Suite #1 Dover, New Hampshire 03820-4375	68	1,041	F01, I01

12.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

12.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

12.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

12.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

12.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 12.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

12.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

12.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$511,748 and federal funds made available from the Catalog of Federal Domestic Assistance, CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$21,176 and CFDA #93.667, Social Services Block Grant, in the amount of \$209,936.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditures, which exceed the approved budgets, shall be solely the financial transfer

Contractor Initials: CR

Date: 4/30/13

responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials: CGP

Date: 4/30/03

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).


(B) 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.

Community Partners of Strafford County From: 7/1/2013 To: 6/30/2014
 (Contractor Name) (Period Covered by this Certification)

Christopher Roundy, President
 (Name & Title of Authorized Contractor Representative)

 4/30/13
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: July 1, 2013 through June 30, 2014

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.


(Contractor Representative Signature)

Christopher Roundy President
(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County
(Contractor Name)

4/30/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Christopher Roundy, President
(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County
(Contractor Name)

4/30/13
(Date)

Contractor Initials: CR

Date: 4/30/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Christopher Roundy, President
(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County
(Contractor Name)

4/30/13
(Date)

NH Department of Health and Human Services


STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



(Contractor Representative Signature)

Christopher Roundy, President

(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County

(Contractor Name)

4/30/13

(Date)

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- c. 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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
Division of Community Based Care Services
The State Agency Name

Community Partners of Strafford County
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Christopher Roundy
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President
Title of Authorized Representative

5/9/13
Date

4/30/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

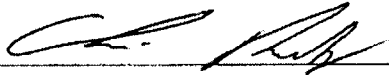
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Representative Signature)

Christopher Roundy, President

(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County

(Contractor Name)

4/30/13

(Date)

Contractor initials: CR

Date: 4/30/13

Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD 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: 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?

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: _____

Contractor initials: CR
Date: 4/30/13
Page # _____ of Page # _____

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: _____

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:		SFY 16 (7/1/15 - 6/30/16)		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Brian Collins, Executive Director	\$184,996	0.00%	0.00%	\$0.00
Kathleen Stocker, CFO	\$101,962	0.00%	0.00%	\$0.00
Christopher Kozak, COO	\$82,400	0.00%	0.00%	\$0.00
Pam Dushan, Director of Case Management	\$66,955	0.00%	0.00%	\$0.00
Elizabeth Grosso, Case Management Supervisor	\$47,380	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Area Agency of Greater Nashua, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 144 Canal Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$2,951,632.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

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

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

State of New Hampshire
Department of Health and Human Services

5/20/15
Date

Diane Langley
Diane Langley
Director

Area Agency of Greater Nashua, Inc.

4/22/15
Date

Richard Pietravalle
NAME Richard Pietravalle
TITLE BOARD CHAIR

Acknowledgement:

State of New Hampshire County of Hillsborough on 4/22/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jo-Ann J. Sheehan
Name and Title of Notary or Justice of the Peace

JO-ANN J. SHEEHAN
Notary Public - New Hampshire
My Commission Expires October 16, 2018

New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services



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

OFFICE OF THE ATTORNEY GENERAL

4/9/15
Date

[Signature]
Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an “x” below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
X	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are



Exhibit A – Amendment 1

in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.



Exhibit A – Amendment 1

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START):

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management:

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry:

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS):

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS):

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. NHLeads:

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

~~4/2/15~~ RP

4/2/15



Exhibit A – Amendment 1

2.11.No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:

- 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
- 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
- 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
- 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
- 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit A –1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

AM

4/22/15



Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.1.1.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
Gateways Community Services	335	E00
The Children's Pyramid	180	E00

- 3.2. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.1.1.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
Gateways Community Services	470	228	124	118	54,020	F00



Exhibit A –1

- 4.2. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.
- 5.2. General Provisions:
- 5.2.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 5.2.1.1. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 5.2.1.2. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 5.2.2. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 5.2.3. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 5.2.4. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
- 5.2.4.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
- 5.2.4.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
- 5.2.4.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 5.2.5. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.



Exhibit A –1

- 5.2.6. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- 5.3. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
 - 5.3.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 5.3.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 5.3.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 5.3.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 5.3.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 5.3.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 5.3.7. Provide effective and evidence based family support practices, including but not limited to:
 - 5.3.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 5.3.7.2. Integrate family support services with other agency services in region;
 - 5.3.7.3. Incorporate the family support program within the agency's administrative structure;
 - 5.3.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 5.3.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;



Exhibit A –1

- 5.3.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 5.3.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 5.3.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 5.3.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.3.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.3.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.3.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.3.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.3.14. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.



Exhibit A –1

- 6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. Residences Which May Also Provide Day Program Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."
- 7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.



Exhibit A –1

- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-



Exhibit A –1

term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. Service Coordination

- 9.1. The Contractor agrees to employ 22 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 726 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$2,000.00 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



Exhibit A –1

- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set



Exhibit A –1

forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

Exhibit A-2 Gateways Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	EDS	L11	Community Support Service	1	1408
	IPP	L03	Community Support Service	1	4176
	NCMH	L02	Community Support Service	1	2702
	PLUS	L01	Community Support Service	70	138912
	Reg 06	L00	Community Support Service	3	6380
	Reg 06	L30	Community Support Service	2	3340
Community Participation Services					
	Charles River	D28	Day	1	4866
	Crotched Mt	D22	Day	2	11560
	EDS	D11	Day	20	89026
	I.S.N.	D08	Day	20	81768
	NCMH	D02	Day	29	133919
	Networks	D10	Day	43	179339
	PLUS	D01	Day	84	336591
	Reg 06	D30	Day	3	11761
	Reg 06	I00	Day	1	5472
	RRI	D06	Day	1	2842
	Till, NH	D04	Day	6	21126
In Home Supprt Services					
	Reg 06	I00	In Home Supports	77	7107
Residences Which May Also Provide Day Program Services					
	Crotched Mt	C22	Day	4	22310
	Crotched Mt	C22	Residential	4	1460
	EDS	C11	Day	9	38866
	EDS	C11	Residential	8	2920
	I.S.N.	C08	Day	1	1189
	I.S.N.	C08	Residential	1	365
	IPP	C03	Day	19	110227
	IPP	C03	Residential	19	6631
	Lakeview	C20	Day	1	987
	Lakeview	C20	Residential	1	365
	PLUS	C01	Day	10	48395
	PLUS	C01	Residential	10	3411
	RRI	C06	Day	5	22702

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Exhibit A-2 Gateways Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	RRI	C06	Residential	5	1785
	Till, NH	C04	Day	3	16913
	Till, NH	C04	Residential	3	1042
	TOBIAS	C05	Day	1	4262
	TOBIAS	C05	Residential	1	365
Residential Services					
	Advocates	R27	Residential	1	357
	Crotched Mt	R22	Residential	2	730
	EDS	R11	Residential	9	3264
	Florida Inst.	R29	Residential	2	730
	I.S.N.	R08	Residential	4	1367
	IPP	R03	Residential	17	5619
	Lakeview	R20	Residential	4	1409
	Living Innov	R24	Residential	1	365
	Lukas	R25	Residential	1	309
	NCMH	R02	Residential	22	8030
	PLUS	R01	Residential	67	23771
	Reg 06	R00	Residential	3	962
	Reg 06	R30	Residential	6	1889
	RRI	R06	Residential	2	685
	Till, NH	R04	Residential	17	6185
Services to Persons With Acquired Brain Disorders					
	Crotched Mt	R22	Residential	1	365
	EDS	R11	Residential	2	730
	IPP	R03	Residential	1	241
	Lakeview	R20	Residential	1	306
	NCIL	R14	Residential	1	365
	NCMH	C02	Day	1	2688
	NCMH	R02	Residential	3	1095
	NCMH	C02	Residential	1	365
	NeuroRestorativ	R13	Residential	1	365
	PLUS	L01	Community Support Service	1	1805
	PLUS	D01	Day	1	4036
	PLUS	R01	Residential	2	730
	Reg 06	I00	Consolidated Services	7	84
	Reg 06	R30	Residential	1	365
	Robinhill Farms	R07	Residential	2	730

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4/2/15

Exhibit A-2 Gateways Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Participant Directed and Managed Services					
	IPP	I03	Consolidated Services	1	12
	Reg 06	I00	Consolidated Services	198	2320

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4/22/15*



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$175,431.00 – 15% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$76,050.00 – 7% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR, to provide the Family Support Services/Partners in Health service, as specified in Exhibit A-1 Amendment #1.
 - 2.3. \$881,657.00 – 78% General funds.
3. Payment Methodology
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions. These provisions apply to all services provided for in the Agreement with the exception of the Family Support Services/Partners in Health service:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.



Exhibit B Amendment #1

- 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The



Exhibit B Amendment #1

amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
- 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the State.
- 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 3.2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions. These provisions apply exclusively to the Family Support Services/Partners in Health service:
 - 3.2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 3.2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered. The total maximum amount of all monthly bills submitted for the program period specified in Paragraph 2 shall not exceed \$36,050.00 for Family Support (Staff) Services and \$40,000.00 for Flex Funds (paid as spent). These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 3.2.3. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.



Exhibit B Amendment #1

- 3.2.4. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A-1 Amendment #1.
- 3.2.5. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$80,886.00 for the program period specified in Paragraph 2.
4. Allocation of Funding
- 4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.
- 4.2.1. The provisions of Paragraph 4.2 shall not apply to the Family Support Services/Partners in Health service.
- 4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

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

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

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The following paragraphs shall be added to the General Provisions of this Agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall

New Hampshire Department of Health and Human Services
Exhibit C-1 Amendment #1



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.



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

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

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

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

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

Exhibit G Amendment #1

Contractor Initials QIP

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

Date 4/22/15

New Hampshire Department of Health and Human Services
Exhibit G Amendment #1



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

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

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

Contractor Name: Arex Agency of Greater Nashua, Inc.

4/22/15
Date

[Signature]
Name: Richard Pietravalle
Title: Branch Manager

Exhibit G Amendment #1

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

Contractor Initials RIP

Date 4/22/15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I Amendment #1

- 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 Amendment #1

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 Amendment #1

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 Amendment #1

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

RIP

4/22/15



Exhibit I Amendment #1

- 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.

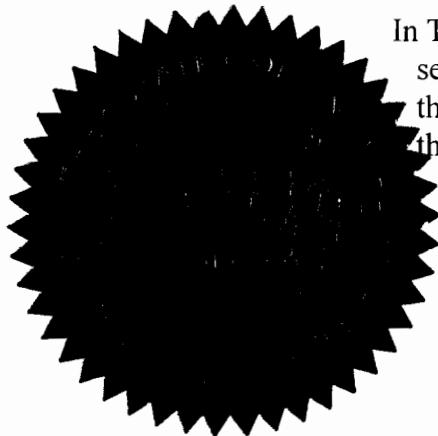
NH DHHS
 The State
Lorene Reagan
 Signature of Authorized Representative
Lorene Reagan
 Name of Authorized Representative
MSRN Bureau Chief
 Title of Authorized Representative
5/30/15
 Date

Gateways Community Services dba Area Agency of Greater Nashua, Inc.
 Name of the Contractor
 [Signature]
 Signature of Authorized Representative
 Richard Pietramonte
 Name of Authorized Representative
 BOARD Chair
 Title of Authorized Representative
 4/22/15
 Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Gateways Community Services is a New Hampshire trade name registered on March 20, 2008 and that AREA AGENCY OF GREATER NASHUA, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Area Agency of Greater Nashua, Inc. d.b.a. Gateways Community Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 25, 2015:
(Date)

RESOLVED: That the Richard Pietravalle
(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 22 day of April, 2015.
(Date Contract Signed)

4. Richard Pietravalle is the duly elected Board Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

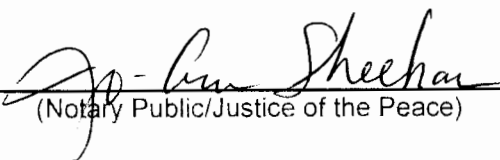

(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 27 day of April, 2015.

By James Leary
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: JO-ANN J. SHEEHAN
Notary Public - New Hampshire
My Commission Expires October 16, 2018

Client#: 492697

GATEWCOM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2015

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 USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street Nashua, NH 03064	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Insurance Company		23850
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input 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"/> PRO-JECT <input type="checkbox"/> LOC		PHPK1284918	01/23/2015	01/23/2016	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 - COMPIOP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1284918	01/23/2015	01/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB487669	01/23/2015	01/23/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		PHPK1284918	01/23/2015	01/23/2016	\$1,000,000 ea. incident \$3,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 This Certificate covers all operations usual and customary to the insured's business.

CERTIFICATE HOLDER NH Department of Health and Human Services Bureau of Elderly and Adult Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Client#: 492697

GATEWCOM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2014

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 USI Insurance Services LLC 5 Bedford Farms Drive, Ste 200 Bedford, NH 03110 603 625-1100		CONTACT NAME: PHONE (A/C, No., Ext): 603 625-1100 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street Nashua, NH 03064		INSURER A: Philadelphia Insurance Company 23850 INSURER B: AIM Mutual Insurance Company 33758 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM-DD-YYYY)	POLICY EXP (MM-DD-YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC		PHPK1125239	01/23/2014	01/23/2015	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 ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1125239	01/23/2014	01/23/2015	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 EXCESS LIAB CLAIMS-MADE DEF <input checked="" type="checkbox"/> RETENTION \$10000		PHUB447626	01/23/2014	01/23/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ECC04000286012014	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab		PHPK1125239	01/23/2014	01/23/2015	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

This Certificate covers all operations usual and customary to the insured's business.

The certificate holder is included as additional insured with respect to CGL as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

State of NH, Dept of Health and
 Human Services
 Bureau of Elderly and Adult Services
 129 Pleasant Street
 Concord, NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

E. Smith

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Mission

Gateways Community Services believes that all people are of great value and strives to be innovative when providing quality supports needed for individuals to lead meaningful lives in their community.

**AREA AGENCY OF GREATER NASHUA, INC.
(D/B/A Gateways Community Services)**

AND AREA AGENCY PROPERTIES, INC.

Combined Financial Statements

For The Years Ended June 30, 2014 and 2013

Area Agency of Greater Nashua, Inc.
and Area Agency Properties, Inc.
Index To Financial Statements
For The Years Ended June 30, 2014 and 2013

Independent Auditors' Report	1-2
Combined Statements of Financial Position	3
Combined Statements of Activities	4
Combined Statements of Cash Flows	5 - 6
Combining Statements of Functional Support and Revenue	7 - 8
Combining Statements of Functional Expenses	9 - 10
Notes to Financial Statements	11 - 20
Schedule of Expenditures of Federal Awards	21
Report on on Internal Control Over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	22 - 23
Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133	24 - 26
Schedule of Findings and Questioned Costs	27 - 28



P.A., Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To The Board of Directors
Area Agency of Greater Nashua, Inc.
and Area Agency Properties, Inc.
Nashua, New Hampshire

We have audited the accompanying combined financial statements of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc., which comprise the combined statements of financial position as of June 30, 2014 and 2013, and the related combined statements of activities, combining statements of functional support and revenue, and combining statements of functional expenses, and combined statements of 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, 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. The financial statements of Area Agency Properties, Inc. were not audited in accordance with Government Auditing Standards.

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.

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

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

Basis for Qualified Opinion

As more fully described in Note I, the Agency has excluded the financial statements of an affiliate from the accompanying financial statements.

Qualified Opinion

In our opinion, except for the omission of the financial statements of the affiliate as described in the Basis for Qualified Opinion paragraph, the combined financial statements referred to above present fairly, in all material respects, the financial position of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc. as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

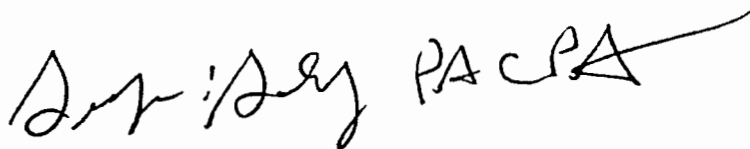
Other Matters

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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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 TBD, on our consideration of Area Agency of Greater Nashua, 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 Area Agency of Greater Nashua, Inc.'s internal control over financial reporting and compliance.

Nashua, NH
December 17, 2014

A handwritten signature in black ink, appearing to read "D. J. [unclear] PA CPA", with a long horizontal line extending to the right.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
COMBINED STATEMENTS OF FINANCIAL POSITION
June 30, 2014 and 2014

	2014	2013
ASSETS		
<u>CURRENT ASSETS</u>		
Cash	\$ 2,628,280	\$ 4,436,185
Cash-escrow	435,960	459,201
Accounts receivable - Medicaid	2,609,727	1,282,261
Accounts receivable - other	760,811	233,452
Prepaid expenses	304,354	131,515
Refundable deposits	300	300
	6,739,432	6,542,914
 <u>PROPERTY & EQUIPMENT</u> , at cost, net of accumulated depreciation	 2,324,928	 2,089,305
 <u>OTHER ASSETS</u>		
Beneficial interest	32,759	28,346
Deposits	56,218	52,539
Loan fees, net	-	574
	88,977	81,459
	\$ 9,153,337	\$ 8,713,678
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current portion of long-term debt	\$ 56,160	\$ 226,161
Accounts payable	2,119,414	1,903,767
Other current liabilities	600,323	388,192
Unearned revenue	1,354,828	1,885,610
Client accounts	435,960	459,201
	4,566,685	4,862,931
 <u>LONG-TERM DEBT</u> , net of current portion	 789,735	 669,820
 TOTAL LIABILITIES	 5,356,420	 5,532,751
 <u>NET ASSETS</u>		
Unrestricted	3,778,401	3,157,595
Temporarily restricted	18,516	23,332
	3,796,917	3,180,927
	\$ 9,153,337	\$ 8,713,678

The Accompanying Notes Are An Integral Part
of These Financial Statements.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.
COMBINED STATEMENTS OF ACTIVITIES**
For The Years Ended June 30, 2014 and 2013

	2014			2013		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Public Support and Revenue:						
Medical	\$ 34,859,333	-	\$ 34,859,333	\$ 32,766,463	-	\$ 32,766,463
Division of Developmental Services	863,113	-	863,113	852,315	-	852,315
Other grants	999,124	-	999,124	551,281	-	551,281
Client fees	200,288	-	200,288	144,749	-	144,749
ADSP revenue	242,591	-	242,591	240,168	-	240,168
Rental income	35,027	-	35,027	24,121	-	24,121
Interest income	473	-	473	543	-	543
Increase (decrease) in beneficial interest	4,602	-	4,602	2,854	-	2,854
Other revenues	423,850	-	423,850	487,373	-	487,373
Plus services	130,176	-	130,176	81,996	-	81,996
United Way	14,238	-	14,238	13,056	-	13,056
Third party insurance	484,275	-	484,275	415,520	-	415,520
Production service revenue	337,442	-	337,442	316,146	-	316,146
Contributions	155,908	7,403	163,311	161,553	13,746	175,299
Total Public Support and Revenue	38,750,440	7,403	38,757,843	36,058,138	13,746	36,071,884
Net Assets Released From Restrictions:						
Satisfaction of usage restrictions	12,219	(12,219)	-	15,586	(15,586)	-
	38,762,659	(4,816)	38,757,843	36,073,724	(1,840)	36,071,884
Expenses:						
Program Services:						
Adult Services	30,567,058	-	30,567,058	28,553,830	-	28,553,830
Children Services	3,363,673	-	3,363,673	3,265,689	-	3,265,689
Elder Services	1,848,890	-	1,848,890	1,805,102	-	1,805,102
Medicaid Infrastructure	96,268	-	96,268	100,758	-	100,758
	35,875,889	-	35,875,889	33,725,379	-	33,725,379
Supporting Services:						
General Management	2,154,594	-	2,154,594	2,087,526	-	2,087,526
Fundraising	111,370	-	111,370	88,336	-	88,336
	2,265,964	-	2,265,964	2,175,862	-	2,175,862
Total expenses	38,141,853	-	38,141,853	35,901,241	-	35,901,241
Change in net assets	620,806	(4,816)	615,990	172,483	(1,840)	170,643
Net Assets, Beginning of Year	3,157,595	23,332	3,180,927	2,985,112	25,172	3,010,284
Net Assets, End of Year	\$ 3,778,401	\$ 18,516	\$ 3,796,917	\$ 3,157,595	\$ 23,332	\$ 3,180,927

The Accompanying Notes Are An Integral Part
of These Financial Statements.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
COMBINED STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows provided by (used in)		
operating activities		
Cash received from public support and other revenue	\$ 36,290,250	\$ 39,354,633
Cash paid to suppliers and employees	(37,618,337)	(36,045,889)
Interest received	473	543
Interest paid	<u>(45,907)</u>	<u>(51,041)</u>
Net cash provided by (used in) operating activities	<u>(1,373,521)</u>	<u>3,258,246</u>
Cash flows provided by (used in)		
investing activities		
Capital expenditures	<u>(380,619)</u>	<u>(31,291)</u>
Cash flows provided by (used in)		
financing activities		
Payments on long-term debt	(50,086)	(48,514)
Change in deposits paid	<u>(3,679)</u>	<u>(52,539)</u>
Net cash used in financing activities	<u>(53,765)</u>	<u>(101,053)</u>
Net increase (decrease) in cash	(1,807,905)	3,125,902
Cash, Beginning of Year	<u>4,436,185</u>	<u>1,310,283</u>
Cash, End of Year	<u>\$ 2,628,280</u>	<u>\$ 4,436,185</u>
Supplemental information		
Refinanced note payable	<u>\$ 185,000</u>	<u>\$ -</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.
COMBINED STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2014 and 2013**

	2014	2013
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:		
Change in net assets	\$ 615,990	\$ 170,643
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	145,570	151,242
Loss on disposal of fixed assets	-	13,251
(Increase) decrease in beneficial interest	(4,602)	(2,854)
Other	189	182
Change in assets and liabilities:		
(Increase) decrease in accounts receivable	(1,854,825)	2,584,847
(Increase) decrease in prepaid expenses and other current assets	(172,839)	20,532
Increase (decrease) in accounts payable and accrued expenses	427,778	(458,749)
Increase (decrease) in unearned revenue	(530,782)	779,152
Net cash provided by (used in) operating activities	<u>\$ (1,373,521)</u>	<u>\$ 3,258,246</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
COMBINING STATEMENT OF FUNCTIONAL SUPPORT AND REVENUE
For The Year Ended June 30, 2014

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Total Area Agency Revenues	Area Agency Properties	Eliminations	2014 Total
Medicaid	\$ -	\$ 60	\$ 31,819,137	\$ 2,336,984	\$ 703,152	\$ -	\$ 34,859,333	\$ -	\$ -	\$ 34,859,333
Division of Developmental Services	-	-	308,824	554,289	-	-	863,113	-	-	863,113
Other grants	22,852	-	170,051	85,130	708,597	12,494	999,124	-	-	999,124
Client fees	-	-	200,288	-	-	-	200,288	-	-	200,288
ADSP revenue	-	-	-	-	242,591	-	242,591	-	-	242,591
Rental income	-	-	31,863	-	-	-	31,863	369,752	(366,588)	35,027
Interest income	-	-	-	198	-	-	198	275	-	473
Increase in beneficial interest	-	4,602	-	-	-	-	4,602	-	-	4,602
Other revenues	49,161	13	139,759	72,147	162,759	11	423,850	-	-	423,850
Plus services	128,565	21	779	592	202	17	130,176	-	-	130,176
United Way	-	-	2,323	-	11,915	-	14,238	-	-	14,238
Third party insurance	-	-	-	484,275	-	-	484,275	-	-	484,275
Production service revenue	3,400	159	237,593	86,290	-	10,000	337,442	-	-	337,442
Contributions	-	32,522	22,079	20,000	88,710	-	163,311	-	-	163,311
Management fees	-	-	76,674	-	-	-	76,674	-	(76,674)	-
Total Functional Support and Revenue	\$ 203,978	\$ 37,377	\$ 33,009,370	\$ 3,639,905	\$ 1,917,926	\$ 22,522	\$ 38,831,078	\$ 370,027	\$ (443,262)	\$ 38,757,843

The Accompanying Notes Are An Integral Part
of These Financial Statements.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
COMBINING STATEMENT OF FUNCTIONAL SUPPORT AND REVENUE
For The Year Ended June 30, 2013

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Total Area Agency Revenues	Area Agency Properties	Eliminations	2013 Total
Medicaid	\$ -	\$ -	\$ 29,688,502	\$ 2,072,932	\$ 935,684	\$ 69,345	\$ 32,766,463	\$ -	\$ -	\$ 32,766,463
Division of Developmental Services	-	-	301,011	551,304	-	-	852,315	-	-	852,315
Other grants	-	-	92,214	84,630	374,437	-	551,281	-	-	551,281
Client fees	-	-	144,749	-	-	-	144,749	-	-	144,749
ADSP revenue	-	-	-	-	240,168	-	240,168	-	-	240,168
Rental income	-	-	24,121	-	-	-	24,121	366,228	(366,228)	24,121
Interest income	-	-	-	237	-	-	237	306	-	543
Increase in beneficial interest	-	-	-	-	-	-	2,854	-	-	2,854
Other revenues	2,751	-	196,171	95,946	192,505	-	487,373	-	-	487,373
Plus services	81,996	-	-	-	-	-	81,996	-	-	81,996
United Way	-	-	3,735	-	9,321	-	13,056	-	-	13,056
Third party insurance	-	-	-	415,520	-	-	415,520	-	-	415,520
Production service revenue	5,789	240	192,860	117,257	-	-	316,146	-	-	316,146
Contributions	-	34,554	23,924	20,451	96,370	-	175,299	-	-	175,299
Management fees	-	-	76,667	-	-	-	76,667	-	(76,667)	-
Total Functional Support and Revenue	\$ 90,536	\$ 37,648	\$ 30,743,954	\$ 3,358,277	\$ 1,848,485	\$ 69,345	\$ 36,148,245	\$ 366,534	\$ (442,895)	\$ 36,071,884

The Accompanying Notes Are An Integral Part
of These Financial Statements.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
COMBINING STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2014

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medical Infrastructure	Area Agency Expenses	Area Agency Properties	Eliminations	2014 Expenses
Personnel Costs										
Salary and wages	\$ 1,138,632	\$ 42,211	\$ 3,559,656	\$ 1,616,124	\$ 944,887	\$ 57,808	\$ 7,359,318	\$ -	\$ -	\$ 7,359,318
Employees benefits	326,935	10,051	590,554	293,312	125,476	15,470	1,361,798	-	-	1,361,798
Payroll taxes	82,311	3,217	271,485	124,089	72,473	4,210	557,785	-	-	557,785
Substitute staff	51,169	1,433	40,710	15,648	2,849	-	111,809	-	-	111,809
Professional fees and consultants	350	13	409,589	885,246	412,375	11	1,707,584	-	-	1,707,584
Client treatment and services	23,000	-	-	-	-	-	23,000	-	-	23,000
Accounting and auditing	36,182	61	8,350	1,774	606	52	47,025	-	-	47,025
Legal	235,819	774	468,204	95,477	80,861	9,625	890,760	6,372	(6,372)	890,760
Other	26,367	8,084	69,790	35,202	5,364	2,658	147,465	-	-	147,465
Staff development and training	34,631	1,787	294,630	52,324	94,979	1,544	479,895	-	(318,588)	161,307
Occupancy costs	-	-	11,594	-	-	-	-	34,313	-	45,907
Rent	-	-	16,499	11,891	4,064	351	41,081	632	-	41,713
Mortgage interest	7,870	406	54,347	10,355	4,292	306	76,507	188,744	(118,302)	146,949
Electricity and other utilities	6,854	353	1,006	-	-	-	1,006	23,294	-	24,300
Maintenance and repairs	-	-	-	-	-	-	-	2,640	-	2,640
Real estate taxes	-	-	-	-	-	-	-	-	-	-
Other occupancy costs	-	-	-	-	-	-	-	-	-	-
Consumable supplies	12,274	465	17,294	13,250	5,599	338	49,220	-	-	49,220
Office	33,515	844	12,177	7,950	4,404	234	59,124	98	-	59,222
Building & household	6,190	319	12,306	9,993	3,196	276	32,280	-	-	32,280
Equipment rental	16,904	209	8,053	6,120	3,722	181	35,189	-	-	35,189
Equipment maintenance	2,885	2,793	7,080	2,776	1,695	416	17,645	-	-	17,645
Advertising	564	7,104	1,337	1,297	291	25	10,618	-	-	10,618
Printing	9,284	314	21,519	11,324	7,978	891	51,310	357	-	51,667
Telephone	6,117	3,177	12,141	8,528	4,993	250	35,206	-	-	35,206
Postage	6,422	2,588	185,469	39,050	24,063	650	258,242	4,313	-	262,555
Transportation	-	-	224,122	15,951	23,330	-	263,403	-	-	263,403
Client services	19,538	433	16,662	12,664	4,689	373	54,359	18,518	-	72,877
Insurance	52,025	76	69,732	39,067	2,330	64	163,294	-	-	163,294
Membership dues	27,831	18,757	35,228	27,759	11,014	755	121,344	840	-	122,184
Other expenditures	-	-	24,119,985	8,521	-	-	24,128,506	-	-	24,128,506
Subcontractor	-	6,155	25,867	25,253	5,782	-	63,057	-	-	63,057
Grants	-	-	-	-	-	-	-	-	-	-
Total Expenses	2,163,669	111,624	30,565,386	3,370,945	1,851,312	96,488	38,159,424	280,121	(443,262)	37,996,283
Add: Depreciation & amortization	-	214	40,588	6,446	2,264	184	49,696	95,874	-	145,570
Area Agency Properties expenses	25,326	1,308	296,871	38,287	13,077	1,126	375,995	(375,995)	-	-
Less: Eliminations	(34,401)	(1,776)	(335,282)	(52,005)	(17,763)	(1,530)	(443,262)	-	443,262	-
	\$ 2,154,594	\$ 111,370	\$ 30,567,058	\$ 3,363,673	\$ 1,848,890	\$ 96,268	\$ 38,141,853	\$ -	\$ -	\$ 38,141,853

The Accompanying Notes Are An Integral Part
of These Financial Statements.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
COMBINING STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2013

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Area Agency Expenses	Area Agency Properties	Eliminations	2013 Expenses
Personnel Costs	\$ 1,118,993	\$ 30,737	\$ 3,552,885	\$ 1,476,261	\$ 1,067,008	\$ 13,669	\$ 7,259,553	\$ -	\$ -	\$ 7,259,553
Salary and wages	331,131	7,434	622,825	268,291	152,283	4,180	1,386,144	-	-	1,386,144
Employee benefits	86,799	2,425	279,993	118,034	84,022	995	572,268	-	-	572,268
Payroll taxes	39,994	1,044	4,671	94	14,466	3	60,272	-	-	60,272
Substitute staff										
Professional fees and consultants	178	277	401,261	912,343	245,103	-	1,559,162	-	-	1,559,162
Client treatment and services	24,504	-	-	-	-	-	24,504	-	-	24,504
Accounting and auditing	27,200	-	1,966	-	-	-	29,166	-	-	29,166
Legal	214,855	4,467	327,326	88,390	19,206	76,715	730,959	6,365	(6,365)	730,959
Other	23,783	3,568	59,673	19,807	4,579	386	111,796	-	-	111,796
Staff development and training										
Occupancy costs	37,472	1,161	282,801	54,592	101,648	1,824	479,498	-	(318,228)	161,270
Rent			13,818	-	-	-	13,818	37,223	-	51,041
Mortgage interest	7,223	224	38,882	10,523	4,587	352	61,791	-	-	61,791
Electricity and other utilities	8,423	261	53,316	12,346	5,666	410	80,422	152,680	(118,302)	114,800
Maintenance and repairs			935	-	-	-	935	22,837	-	23,772
Real estate taxes								2,520	-	2,520
Other occupancy costs										
Consumable supplies										
Office	11,331	350	11,386	11,407	5,787	330	40,591	-	-	40,591
Building & household	19,101	64	20,002	17,265	5,153	840	62,425	410	-	62,835
Equipment rental	8,272	256	12,925	12,569	5,413	403	39,838	-	-	39,838
Equipment maintenance	23,292	122	6,175	5,759	4,270	192	39,810	-	-	39,810
Advertising	2,415	2,250	9,608	4,883	2,264	(233)	21,187	-	-	21,187
Printing	1,352	6,258	2,065	4,154	609	32	14,470	-	-	14,470
Telephone	9,885	482	25,040	13,404	11,081	536	60,428	344	-	60,772
Postage	7,898	1,771	12,293	10,771	6,759	360	39,852	-	-	39,852
Transportation	7,267	1,702	198,566	42,257	22,930	303	273,025	4,313	-	277,338
Client services			211,904	26,617	8,217	-	246,738	-	-	246,738
Insurance	17,733	283	15,549	13,327	6,169	445	53,506	21,298	-	74,804
Membership dues	52,365	12	50,943	42,129	1,772	17	147,238	-	-	147,238
Other expenditures	10,562	13,739	28,073	6,329	6,209	80	64,992	86	-	65,078
Subcontractor			22,317,534	70,530	16,065	-	22,404,129	-	-	22,404,129
Grants	100	9,472	12,651	25,377	5,450	-	53,050	-	-	53,050
Loss on disposal of asset								13,251	-	13,251
Total Expenses	2,092,128	88,336	28,575,066	3,267,459	1,806,716	101,839	35,931,567	261,327	(442,895)	35,749,999
Add: Depreciation & amortization		151	32,617	5,523	2,371	171	40,833	110,409	-	151,242
Area Agency Properties expenses	18,285	687	302,977	28,977	15,833	4,977	371,736	(371,736)	-	-
Less: Eliminations	(22,887)	(861)	(356,830)	(36,270)	(19,818)	(6,229)	(442,895)	-	442,895	-
	\$ 2,087,526	\$ 88,336	\$ 28,553,830	\$ 3,265,689	\$ 1,805,102	\$ 100,758	\$ 35,901,241	\$ -	\$ -	\$ 35,901,241

The Accompanying Notes Are An Integral Part
of These Financial Statements.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Area Agency of Greater Nashua, Inc. provides a comprehensive service delivery system for people in southern New Hampshire with developmental disabilities and elders in need of long-term care. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. owns various homes and commercial office space that are used as residences for clients and general operations.

Combined Financial Statements

The combined financial statements include the accounts of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc. All material intercompany accounts and transactions have been eliminated.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Agencies and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Agency. There were no permanently restricted net assets at June 30, 2014 and 2013.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. In-kind contributions for the years ended June 30, 2014 and 2013 consisted of contributed facilities valued at \$77,099 and \$77,853, respectively.

Property, Equipment and Depreciation

Property and equipment are recorded at cost (or fair market value if donated) and are depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Leasehold improvements	27-40 years
Furniture	5-10 years
Buildings & building improvements	10-40 years

Income Taxes

Area Agency of Greater Nashua, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Area Agency Properties, Inc. is exempt from income taxes under section 501(c)(2) of the Internal Revenue Code.

The Agencies' income tax filings are subject to audit by various taxing authorities. The Agencies' open audit periods are 2011 through 2013. They believe they have met all the requirements to maintain their not-for-profit status and do not have any unrelated business income to report. It is their policy to expense when paid any interest and penalties associated with their income tax obligations.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

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

Statement of Cash Flows

The Agencies consider all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

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 disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

Bad Debts

The Agencies use the allowance method of accounting for bad debts. An allowance of \$82,620 and \$63,540 was required as of June 30, 2014 and 2013, respectively. The allowance is based upon specific identification by management.

NOTE B. PROPERTY AND EQUIPMENT

As of June 30, 2014 and 2013, property and equipment consisted of the following:

	2014	2013
Furniture and equipment	\$ 396,452	\$ 388,392
Land	521,520	467,842
Building and improvements	3,140,671	2,821,791
	4,058,643	3,678,025
Less accumulated depreciation	1,733,715	1,588,720
	\$ 2,324,928	\$ 2,089,305

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE C. DEMAND NOTE PAYABLE

Area Agency of Greater Nashua, Inc. has a line of credit of \$2,000,000 with variable interest at the banks' prime rate. The line is secured by all of the Agency's assets. The balance outstanding on the line was zero at June 30, 2014 and 2013. The line expires on February 28, 2015.

NOTE D. LONG-TERM DEBT

Long-term debt as of June 30, 2014 and 2013 consisted of the following:

	<u>2014</u>	<u>2013</u>
3.37% mortgage note, interest rate adjusted every five years, secured by real estate, payable in equal monthly installments of \$2,872 including interest through May 2018	\$ 479,613	\$ 497,353
3.75% mortgage note, interest rate adjusted every five years, secured by real estate, payable in equal monthly installments of \$2,408 including interest through January 2022	190,078	211,291
3.33% mortgage note, secured by real estate, payable in monthly installments of \$1,071 plus interest, refinanced November 2013	-	187,337
4.55% mortgage note, secured by real estate, payable in monthly installments of \$1,928 plus interest, through November 2023	<u>176,204</u>	<u>-</u>
	845,895	895,981
Less current portion	<u>56,160</u>	<u>226,161</u>
	<u>\$ 789,735</u>	<u>\$ 669,820</u>

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE D. LONG-TERM DEBT (continued)

Annual principal payments for the next five years are as follows:

<u>Years Ending June 30,</u>	
2015	\$ 56,160
2016	58,358
2017	60,643
2018	63,019
2019	65,489
Thereafter	<u>542,226</u>
	<u>\$ 845,895</u>

NOTE E. CONTINGENT LIABILITIES

The acquisition of real property has been funded, in part, by federal, state and municipal funds. The governmental agencies retain certain equity interests in the various properties pursuant to the terms of the contracts and grants.

The Agencies received money under various state and federal programs. Under the terms of these programs, the Agencies are required to use the money within the period for purposes specified in the proposal. If expenditures of the program are found not to have been made in compliance with the proposal, the Agencies might be required to repay the funds.

Because specific amounts, if any, have not been determined by governmental audits or assessed as of June 30, 2014 and 2013, no provision has been made for this contingency.

NOTE F. ADVANCED PAYMENTS

The State of New Hampshire changed its Medicaid billing services provider in 2013. During the time period of the change, the Agency was unable to receive approval for claims or receive timely payment on approved claims. The State of New Hampshire advanced payments for services rendered during the period. The advanced payments totaled \$2,727,559 at June 30, 2013 and were reported as a reduction of accounts receivable. There were no advance payments at June 30, 2014.

NOTE G. UNEARNED REVENUE

Unearned revenue consists primarily of the prorated portion of revenue billed under individual care contracts in excess of the amount earned at June 30, 2014 and 2013.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE H. CONCENTRATION OF RISK

The Area Agency of Greater Nashua, Inc. maintains accounts at two banks. Cash at one of these institutions totaled \$3,523,464 and \$5,004,909 as of June 30, 2014 and 2013, respectively. As of June 30, 2014 and 2013, \$3,273,464 and \$4,754,909 was uninsured, respectively.

The Agency received 92% and 93% of its revenue through contracts with the State of New Hampshire in 2014 and 2013, respectively. The federal government, through the Medicaid program, provided 99% of these funds for each year.

NOTE I. AFFILIATES

Area Agency of Greater Nashua, Inc. controls, through a majority representation on the board, one other not-for-profit organization. The Organization is financially dependent on Area Agency. The Organization's financial statements are not included in the accompanying financial statements, as required by generally accepted accounting principles, for certain regulatory reporting purposes. The Agency's general purpose financial statements include the accounts of all the related entities.

The following is summarized financial data of the other related organization:

	<u>The Plus Co., Inc.</u>	
	<u>2014</u>	<u>2013</u>
Total assets	\$ 3,674,863	\$ 2,972,710
Total liabilities	<u>(2,483,613)</u>	<u>(1,860,332)</u>
Net assets	<u>\$ 1,191,250</u>	<u>\$ 1,112,378</u>
Total revenues	\$ 10,856,248	\$ 10,626,284
Total expenses	<u>(10,777,376)</u>	<u>(10,541,904)</u>
Change in net assets	<u>\$ 78,872</u>	<u>\$ 84,380</u>
Amounts due to the affiliate	<u>\$ 486,991</u>	<u>\$ 388,734</u>
Revenue earned from Area Agency by the affiliate	<u>\$ 7,373,810</u>	<u>\$ 7,268,345</u>

NOTE J. FUNDS HELD BY OTHERS

The Area Agency of Greater Nashua, Inc. is the joint beneficiary of a designated fund at the New Hampshire Charitable Foundation. Pursuant to the terms of the

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE J. FUNDS HELD BY OTHERS (Continued)

resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of Area Agency of Greater Nashua, Inc. and The Plus Company, Inc. In accordance with its spending policy, the Foundation may make distributions of approximately five percent of the market value of the fund per year which will be split 50/50 between the beneficiaries. This fund is not included in these financial statements, since all property in the fund was contributed to The New Hampshire Charitable Foundation by others to be held and administered for the benefit of Area Agency of Greater Nashua, Inc. and The PLUS Company, Inc.

There was no distribution in the current year or prior year. The total market value was approximately \$425,000 at June 30, 2014, and \$366,000 at June 30, 2013.

The Area Agency of Greater Nashua, Inc. is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of Area Agency of Greater Nashua, Inc. In accordance with its spending policy, the Foundation can make distributions from the fund to Area Agency of Greater Nashua, Inc. The distributions are approximately 4.5% of the market value of the fund per year. The estimated value of the future distributions from the fund are included in these financial statements as required; however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of Area Agency of Greater Nashua, Inc.

No contributions were made to the fund for the years ended June 30, 2014 or 2013. There was no distribution in the current year or prior year. The market value of the fund assets was \$32,759 on June 30, 2014, and \$28,346 on June 30, 2013.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE K. NET ASSETS TEMPORARILY RESTRICTED

Temporarily restricted net assets are available for the following purposes or periods:

Special Purpose Restrictions:	2014	2013
TD Bank PIH	\$ -	\$ 3,059
FS Recreation Program	-	2,506
Transition Model	5,279	5,371
Alexander Eastman	4,403	3,682
Epic Man - Mission Possible Grant	3,990	3,990
First Church of Nashua	225	225
City of Nashua - Home Safety	4,619	1,999
Rotary Club ABSP	-	2,500
	\$ 18,516	\$ 23,332

NOTE L. 403(B) CONTRIBUTING DEFERRED ANNUITY PLAN

On August 1, 2012, the Company adopted a new qualified 403(b) retirement plan. All employees are eligible to participate in the plan as long as they are at least 21 years of age, have completed one year of service (1,000 hours of service). The 403(b) plan provides for matching contributions at the discretion of the Agency. The expense charged to operations for the Plan was \$171,035 and \$199,901 for 2014 and 2013, respectively.

NOTE M. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Fair Value Measurements and Disclosures Topic of the codification defines fair value 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 and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under the Topic as assumptions market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy under the Topic are described below:

- Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.
- Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE M. FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)

Level 3: Unobservable inputs that are not corroborated by market data.

The Agency assesses the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the years ended June 30, 2014 and 2013, there were no such transfers.

For the years ended June 30, 2014 and 2013, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Beneficial Interest in the Foundation

The fair value of beneficial interest in the Foundation is based upon the fair value of the assets held by the Foundation.

The following tables present the Club's fair value hierarchy for the investments as of June 30, 2014 and 2013.

2014				
	Total	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Foundation	\$ 32,759	\$ -	\$ 32,759	\$ -

2013				
	Total	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Foundation	\$ 28,346	\$ -	\$ 28,346	\$ -

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE N. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through December 17, 2014, the date that the financial statements were available to be issued.

AREA AGENCY OF GREATER NASHUA, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For The Year Ended June 30, 2014

<u>Federal Grantor/Pass Through Grantor</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
U.S. Department of Education:		
Passed through State Division of Developmental Services		
Infant & Toddler	84.181	\$ 554,289
U.S. Department of Agriculture:		
Passed through State Department of Education		
Child and Adult Care Food Program	10.558	16,575
U.S. Department of Health & Human Services:		
Passed through State Department of Health & Human Services		
Older Americans Act	93.045	51,175
Social Services Block Grant	93.667	12,770
Passed through Dartmouth College		
Partners in Health	93.667	82,436
Passed through State Bureau of Elderly & Adult Services		
Federal Title III-E	93.052	343,174
Passed through Community Support Network, Inc		
Federal ADSSP	93.778	<u>205,591</u>
		<u>\$ 1,266,010</u>

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of Area Agency of Greater Nashua, Inc. under programs of the federal government for the year ended June 30, 2014. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of Area Agency of Greater Nashua, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Area Agency of Greater Nashua, Inc.

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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
Area Agency of Greater Nashua, Inc.
Nashua, 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 combined financial statements of Area Agency of Greater Nashua, Inc., which comprise the combined statement of financial position as of June 30, 2014, and the related combined 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 TBD. The financial statements of Area Agency Properties, Inc. were not audited in accordance with *Government Auditing Standards* and accordingly this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with Area Agency Properties, Inc. We have expressed a qualified opinion on the financial statements due to the exclusion of the financial statements of an affiliate.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Area Agency of Greater Nashua, 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 Area Agency of Greater Nashua, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency'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.

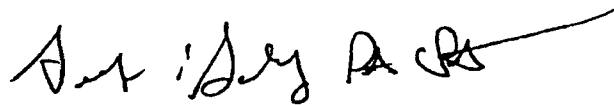
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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 Area Agency of Greater Nashua, 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.



Seelye & Schulz, P.A.
Certified Public Accountants
Nashua, New Hampshire
December 17, 2014

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY
OMB CIRCULAR A-133

To The Board of Directors
Area Agency of Greater Nashua, Inc.
Nashua, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Area Agency of Greater Nashua, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Area Agency of Greater Nashua, Inc.'s major federal programs for the year ended June 30, 2014. Area Agency of Greater Nashua, 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 the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Area Agency of Greater Nashua, 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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 Area Agency of Greater Nashua, 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 Area Agency of Greater Nashua, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Area Agency of Greater Nashua, 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, 2014.

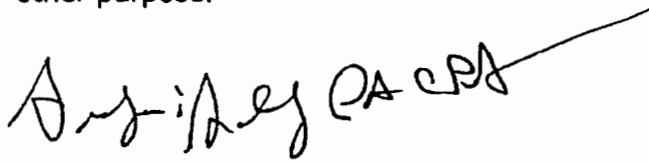
Report on Internal Control over Compliance

Management of Area Agency of Greater Nashua, 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 Area Agency of Greater Nashua, 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 OMB Circular A-133, 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 Area Agency of Greater Nashua, 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "Anthony J. Scholz CPA CFP", with a long horizontal line extending from the end of the signature.

Seelye & Schulz, P.A.
Certified Public Accountants
Nashua, New Hampshire
December 17, 2014

AREA AGENCY OF GREATER NASHUA, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For The Year Ended June 30, 2014

SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses a qualified opinion on the combined financial statements of Area Agency of Greater Nashua, Inc. as the financial statements of an affiliate have not been included in the financial statements.
2. No significant deficiencies relating to the audit of the financial statements are reported in the 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 Area Agency of Greater Nashua, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies relating to the audit of the 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 OMB Circular A-133.
5. The auditors' report on compliance for the major federal programs for Area Agency of Greater Nashua, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings relative to the major federal award programs for Area Agency of Greater Nashua, Inc.
7. The programs tested as major programs were Infant and Toddler #84.181, and Federal Title III-E # 93.052.
8. The threshold used for distinguishing between Type A and B programs was \$300,000.
9. Area Agency of Greater Nashua, Inc. qualified as a high-risk auditee solely due to the qualified opinion on its financial statements. The Agency has not included the financial statements of its affiliate in the financial statements. The general purpose financial statements does include the affiliate.

**AREA AGENCY OF GREATER NASHUA, INC.,
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
MAJOR FEDERAL AWARD PROGRAMS AUDIT
For The Year Ended June 30, 2014**

FINDINGS -- FINANCIAL STATEMENT AUDIT

None.

FINDINGS AND QUESTIONED COSTS -- MAJOR FEDERAL AWARD PROGRAMS AUDIT

None.

JUNE 30, 2013 FINDINGS

None.

**Gateways Community Services
Board of Directors List**

Officers

Richard Pietravallo, Chair
Edgar Carter, Vice Chair
James Leary, Secretary
Joseph Gamache, Treasurer

Board Members

Carol Bambrick
Leah Brokhoff
Peggy Gilmour
Helen Honorow
Jim McKenna
Lauren Primmer
Tim McMahon
Marc Sadowsky
Richard Quinlan
James Testaverde
Mark Thornton
Parker Thornton

SANDRA B. PELLETIER

Gateways Community Services, 144 Canal Street, Nashua, NH 03064 | (603) 882-6333 | spelletier@gatewayscs.org | www.gatewayscs.org

PROFESSIONAL SUMMARY

Chief Executive of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include: executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

EDUCATION

- Leadership New Hampshire
Certificate **1994**
Intensive 10-month statewide leadership development program (seminar format)

- Antioch College Management Institute, Keene, NH
Certificate **1983**
Management of Non-Profit Agencies

- University of New Hampshire, Durham, NH
M.Ed. **1979**

- University of Maine, Orono, ME
B.A **1977**
Summa cum Laude, Phi Beta Kappa

PERSONAL AWARDS

- 25 Extraordinary Women – The Telegraph, Nashua, NH **2013**
- Easter Seals Special Achievement in the area of developmental services **2003**
- “Citizen of the Year” designate, The PLUS Company, Nashua, NH **2001**
- Recipient, “Book of Golden Deeds Award” from the Nashua Exchange Club **1991**
- Recipient, “Distinguished Service Award in the field of Developmental Disabilities”, **1989**

CORPORATE AWARDS

- Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services **2012**
By the Center on Human Policy, Syracuse University
- Recipient of “The Walter J. Dunfey Award for Excellence in Management” from the **1990**
New Hampshire Charitable Foundation – The Corporate Fund

EXPERIENCE

- Gateways Community Services, Nashua, NH **1983 - Present**
President/CEO

Oversees a \$40 million private non-profit corporation (including subsidiary The PLUS Company) , recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elder in need of long term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State’s general funds, Federal Medicaid billings, Insurance dollars and Development dollars

BOARD MEMBERSHIPS

- SHARE Outreach **2015 - Present**
- New Futures **2015- Present**
- Endowment for Health Foundation – President of the Board **2012 - 10/14**
- Rotary of Nashua West **2002 - Present**
- The PLUS Company, Nashua, NH **1996 - Present**
- CSNI, Concord, NH (founding Board Chair) **1995 - Present**
- Regional Special Education Consortium, Amherst, NH **1992 - Present**

CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

SUMMARY OF QUALIFICATIONS

M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.

Expertise and knowledge in financial areas such as:

- | | | |
|-------------------------------------|-----------------------------|---------------------|
| - Certified Public Accountant | - Audits/Internal Controls | - Policy Design |
| - International Operations | - Finance/Fiscal Operations | - Budgeting |
| - Strategic/Organizational Planning | - Revenue Recognition | - Corporate Tax |
| - Foreign Currency Translations | - System Implementation | - Staff Development |
| - Consolidated Financials | - Procurement of Goods | - Asset Management |

SELECTED ACCOMPLISHMENTS

IMPROVED consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

COORDINATED annual audit and tax return prepared by Ernst & Young resulting in savings of \$15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

DEVELOPED accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

SUCCESSFULLY implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

PROFESSIONAL EXPERIENCE

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH 2003 – present
Chief Financial Officer

- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up) 2001 – 2003
Senior Finance Manager

- Promoted to Senior Finance Manager within six months.
- Prepared monthly consolidated financial statements for Board of Directors, including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions.
- Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns.
- Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

Senior Accountant

- Implemented General Ledger, Accounts Payable/Receivable functions for a global Internet start-up.
- Prepared monthly close of American operations including preparation and posting of all required journal entries.
- Installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH 1989-2000
Accounting Manager

- Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities.
- Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position of a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio.
- Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees.
- Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH 1988-1989
Senior and Staff Accountant

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

EDUCATION

Master of Business Administration, New Hampshire College, Manchester, NH
Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

ASSOCIATIONS/AFFILIATIONS

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach,
Volunteer – Nashua Soup Kitchen

Kristen L. Henderson

Objective

To continue as an effective human service professional, utilizing my extensive experience in field work, advocacy, and management to positively impact and provide support to individuals, families, staff, and agency within the context of the mission and vision.

Summary of Qualifications

- Proven ability to work independently, with diverse populations and teams; as well as managing crises to reach desired outcome.
- Excellent facilitation and interpersonal skills.
- Committed to effective leadership of and within the team.
- 30 years human services experience.
- Strong critical thinking and problem solving skills.
- Ability to provide resource and referral according to needs of the family in order to positively impact quality of life in accordance with their cultural and personal belief systems; providing tools for maximizing skills and abilities.

Skills/Areas of Expertise

Administrative and Management Skills

- Provide oversight of forensic/"at risk" services for the organization. Serving as liaison with the regional forensic psychologist and other related clinicians.
- Plan transition supports from high school to adult services for students and families.
- Handled all facets of residential procedures to include group home living, adult foster care/enhanced family care placements, initiated and supported community based apartments and family support.
- Prepared and monitored program and individual budgets.
- Understand and embrace the importance of effective interaction with all levels of personnel, families, community members and multi disciplinary teams.
- Organize and coordinate projects including Strategic Planning efforts.

Supervision Skills

- Supervise service coordination department of eighteen service coordinators including independent contractors, forensic service coordination and administrative support.
- Manage client centered teams.
- Assure training requirements were met and relevant trainings were identified and supported.
- Provided staffing and supervision for 24 hour programs.
- Interview, hire, train and mentor new employees.
- Supported and motivated as many as 20 employees and subcontractors.

Communication Skills

- Planned, organized and facilitated client centered team meetings.
- Developed and submitted comprehensive planning tools with a historical component for each client.
- Advocate for clients and employees in and out of the service delivery system.
- Coordinated and Facilitated Human Rights Committee for the region.
- Facilitate Service Coordinator Meetings and specific Redesign Processes.
- Facilitated treatment groups to include Anger Management and Human Sexuality.
- Consulted with teams to include multi disciplinary professionals.
- Acted as liaison to the regional forensic psychologist and other related clinicians.

Case Management

- Support individuals and families to live good quality, meaningful lives.
- Ability to effect change in a positive way by connecting to supports and services based on need.
- Participant on team to interview, hire, train and mentor new service coordinators.
- Handled the challenge of organizing and coordinating projects, as well as being an integral member of the team.
- Advocate for promoting independence and providing informed consent.
- Supported individuals served to be participants in planning and choice making through empowerment.
- Provided first point of department contact to determine intake needs through a deliberate process.
- Connected individuals and families to community resources.

Employment

- 1996 to Present Gateways Community Services, Nashua, NH
Senior Director of Adult Services and Service Coordination
Service Coordination Director, Service Coordination Manager,
Service Coordination Supervisor, Senior Service Coordinator,
Forensic Service Coordinator, Transition Service Coordinator
- 1986 to 1996 The PLUS Company, Inc., Nashua, NH
Program Coordinator, Direct Support Professional
- 1990 to Present The PLUS Company, Inc., Nashua, NH
Home Care Provider Subcontractor

Education

2011 M.S., with high honors, Springfield College, SHS
Major: Human Services
Concentration: Organizational Management and Leadership

2009 B.S., with honors, Springfield College, SHS
Major: Human Services

1984 Nashua High School, Nashua, NH
HS diploma class of 1984

Training

START facilitated trainings
Project Management
LEAN Principles Overview
Leadership Series
Safety Trainings for Field Workers/Home Visitors
College of Direct Support Eleven Courses
Bullying in Workplace
Training of Trainers (Mediation, Facilitation, Sexuality and Relationships, Anger Management)
Social Role Valorization
PASSING
Supporting High Risk Individuals in the Community
Domestic and Sexual Violence for DD
ATSA and NHATSA Conferences
Substance Abuse and TBI
Management Skills
Effective Communication
Managing Through Change
Leadership of Self-Managing Teams
Managing Difficult Behavior
Disaster Preparedness Assessment
ID/MH Clinical Education Trainings with Project START

Memberships

Nashua Autism Network
NH ATSA
SART (Sexual Assault Resource Team, professional action group)
Credentialed Human Service Professional
Pi Gamma Mu, International Honor Society

Volunteer

City of Nashua Public Health Community Health Survey (2011)
Camp Allen, resident camp counselor (summer sessions 1996-1998)
SONH Summer Games/PLUS Co Team (1988-1998)
Various political campaigns (Clinton, Obama, Lynch, Hoades, Shaheen)

Other relevant trainings and certifications available upon request.

References available and readily furnished upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Developmental Services

Agency Name: Gateways Community Services d.b.a. Area Agency of Greater Nashua, Inc.

Name of Program/Service: Developmental and Acquired Brain Disorder Services


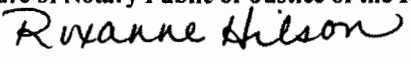
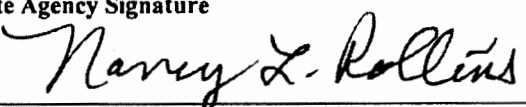
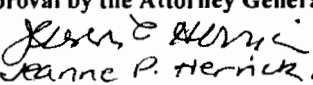
BUDGET PERIOD		SFY 16 (7/1/15 - 6/30/16)		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Sandy Pelletier, President/CEO	\$162,225	0.00%	0.00%	\$0.00
Tim Leach, CFO	\$100,725	0.00%	0.00%	\$0.00
Kristen Henderson, Service Coordination Director	\$70,000	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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: to provide Developmental and Acquired Brain Disorder Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services		1.4 Contractor Address 144 Canal Street Nashua, New Hampshire 03060	
1.5 Contractor Phone Number	1.6 Account Number 05-95-93-930010-7013-102-500731, 7852-102-500731, 7858-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,818,494
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sandra B. Pelletier, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/3/2013</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] ROXANNE HILSON, Notary Public My Commission Expires March 16, 2016			
1.13.2 Name and Title of Notary or Justice of the Peace Roxanne Hilson, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>27 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: community support/independent living services, day services, family-centered early supports and services, family support services, family support partners-in-health, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders, and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Resident Review (PASRR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASRR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: *ABP*

Date: *5/3/13*

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

Contractor Initials: *ABP*

Date: *5/3/13*

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

3. FAMILY SUPPORT SERVICES / PARTNERS IN HEALTH PROGRAM:

The Family Support Services / Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions:

- 1 The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations;
- 5 and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.
- 6 In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 6.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 6.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 6.3 The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 7 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 8 The Contractor provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical

Contractor Initials: SBP

Date: 5/3/13

Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 2.7. Provide effective and evidence based family support practices.
 - Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - Integrate family support services with other agency services in region;
 - Incorporate the family support program within the agency's administrative structure;
 - Support a full time (35 hours or more per week) Family Support Coordinator;
 - Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - Promote community/regional participation in designing services and providing resources for families and children; and,
 - Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
 - 2.8. Provide educational opportunities to families, and training and support activities to Family Councils.

Contractor Initials: *ABP*

Date: 5/3/13

- 2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.14. Completion of year-end summary of fiscal activities.

Contractor Initials:

Date:

ABP
5/3/13

2. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below.

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Area Agency of Greater Nashua, Inc. 144 Canal Street Nashua, New Hampshire 03060	4	9,668	L00
The PLUS Company, Inc. 240 Main Dunstable Road Nashua, New Hampshire 03062	68	135,510	L01
Easter Seals of New Hampshire (EDS) 491 Amherst Street Hallmark Building Nashua, New Hampshire 03063	1	1,500	L11
TOTALS	73	146,678	

2.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

2.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for

State Fiscal Years 2014 and 2015

Contractor Initials: *ABP*
Date: *5/3/13*

residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

2.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

2.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

2.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 2.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

2.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

2.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: *ABP*

Date: *5/3/13*

3. DAY SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516 - "Adult Day and Work Activities," He-M 507 - "Day Habilitation," and/or He-M 518 - "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
The PLUS Company, Inc. 240 Main Dunstable Road Nashua, New Hampshire 03062	83	339,745	D01
Nashua Center for the Multiply Handicapped P. O. Box 1269 Nashua, New Hampshire 03061	32	147,622	D02
Toward Independent Living and Learning (TILL) New Hampshire, Inc. 154 Broad Street Nashua, New Hampshire 03062	8	27,784	D04
Independent Services Network 2 Townsend West, #11 Nashua, New Hampshire 03060	19	69,567	D08
Nashua Employment and Training-Works, Inc. (Net-Works) 116A Perimeter Road, 2 Paul's Way Nashua, New Hampshire 03063	30	113,170	D10
Easter Seal Society of New Hampshire, Inc. Employment Development Services 491 Amherst Street, Hallmark Building Nashua, New Hampshire 03063	21	94,440	D11

State Fiscal Years 2014 and 2015

Contractor Initials: *SPS*
Date: *6/2/13*

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, NH 03040	2	10,407	D22
Charles River 59 East Militia Heights Road Needham, Massachusetts 02492	1	4,866	D28
Area Agency of Greater Nashua, Inc. 144 Canal Street Nashua, New Hampshire 03064	3	11,210	D30
Health Care and Rehabilitation Services / Wheeler House 390 River Street Springfield, Vermont 05156	1	3,584	D26
TOTALS	200	822,395	

3.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/13/13

4. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early intervention supports will be provided in accordance with the service description(s) cited below and in compliance with He-M 510 - "Family-Centered Early Supports and Services."

TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS COST CENTER CODE

NAME AND ADDRESS OF AGENCY

Area Agency of Greater Nashua, Inc.
144 Canal Street
Nashua, New Hampshire 03060

411

E00

Nashua Center for the Multiply Handicapped
P. O. Box 1269
Nashua, New Hampshire 03061

109

E00

TOTAL

520

4.2. The Contractor agrees that should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: *ABF*
Date: *5/3/13*

5. FAMILY SUPPORT SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below, with He-M 519 - "Family Support Services" and He-M 513 - "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>FAMILIES PROVIDED WITH RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH NON-RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS</u>	<u>RESPITE UNITS</u>	<u>COST CENTER CODE</u>
Area Agency of Greater Nashua, Inc. 144 Canal Street Nashua, New Hampshire 03060	470	228	124	118	54,020	F00

5.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

6. FAMILY SUPPORT SERVICES: PARTNERS IN HEALTH

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services to families with children with chronic health conditions in accordance with the service description(s) cited below and with He-M 523.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>TOTAL CONTACTS</u>	<u>COST CENTER CODE</u>
Area Agency of Greater Nashua, Inc. 144 Canal Street Nashua, New Hampshire 03060	180	500	F00

6.2. The Contractor hereby agrees that should the aggregate number of children served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: *ABF*

Date: *3/3/13*

7. IN-HOME SUPPORT SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513 - "Respite", He-M 517 - "Environmental Modifications", and/or He-M 503 and 510 - "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Area Agency of Greater Nashua, Inc. 144 Canal Street Nashua, New Hampshire 03060	73	875	100

7.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

7.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, and personal growth, safety and health.

7.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

7.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: *ABF*
Date: *5/3/10*

8. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
Area Agency of Greater Nashua, Inc. 144 Canal Street Nashua, New Hampshire 03060	Day 1	Res 1	Day 4,957	Res 365	C00
The PLUS Company, Inc. 240 Main Dunstable Road Nashua, New Hampshire 03062	Day 13	Res 13	Day 66,430	Res 4,494	C01
The Institute of Professional Practice, Inc. 144 Canal Street, Second Floor Nashua, New Hampshire 03060	Day 21	Res 21	Day 121,423	Res 7,308	C03
Toward Independent Living and Learning (TILL) New Hampshire, Inc. 154 Broad Street Nashua, New Hampshire 03062	Day 3	Res 3	Day 16,855	Res 1,042	C04
Tobias Adult Community RD #1, Birch Hill Drive Wilton, New Hampshire 03086	Day 1	Res 1	Day 4,262	Res 365	C05
Residential Resources 10 Ferry Street, Unit 313 Concord, New Hampshire 03301-5081	Day 5	Res 5	Day 22,335	Res 1,785	C06

State Fiscal Years 2014 and 2015

Contractor Initials: *SBL*

Date: *5/3/13*

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Independent Services Network 2 Townsend West, #11 Nashua, New Hampshire 03060	Day 1 Res 1	Day 1,177 Res 365	C08
Easter Seal Society of New Hampshire, Inc. Employment Development Services 491 Amherst Street, Hallmark Building Nashua, New Hampshire 03063	Day 8 Res 8	Day 39,362 Res 2,913	C11
Nashua Center for the Multiply Handicapped (NCMH) PO Box 1269 Nashua, New Hampshire 03061	Day 1 Res 1	Day 8,025 Res 365	C02
Lakeview Neuro Rehabilitation Center 101 Highwatch Road Effingham Falls, New Hampshire 03814	Day 2 Res 2	Day 14,505 Res 730	C20
Florida Institute for Neurological Rehabilitation PO Box 1348, 1962 Vandolah Road Wauchula, Florida 33873	Day 1 Res 1	Day 6,211 Res 365	C29 C30
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047	Day 4 Res 4	Day 25,908 Res 1,451	C22
TOTALS	Day <u>61</u> Res <u>61</u>	Day <u>331,450</u> Res <u>21,548</u>	

8.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor

State Fiscal Years 2014 and 2015
 Contractor Initials: *SBP*
 Date: *5/3/13*

hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. RESIDENTIAL SERVICES

9.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Area Agency of Greater Nashua, Inc. 144 Canal Street Nashua, New Hampshire 03060	4 1	1,327 200	R00 R30
The PLUS Company, Inc. 240 Main Dunstable Road Nashua, New Hampshire 03062	64	22,635	R01
Nashua Center for the Multiply Handicapped P. O. Box 1269 Nashua, New Hampshire 03061	22	7,964	R02
The Institute of Professional Practice, Inc. 144 Canal Street, Second Floor Nashua, New Hampshire 03060	10	3,582	R03
Toward Independent Living and Learning (TILL) New Hampshire, Inc. 154 Broad Street Nashua, New Hampshire 03062	16	5,705	R04
Residential Resources 10 Ferry Street, Unit 313 Concord, New Hampshire 03301-5081	1	365	R06

State Fiscal Years 2014 and 2015

Contractor Initials: *AP*
Date: *5/13/13*

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Independent Services Network 2 Townsend West, #11 Nashua, New Hampshire 03060	5	1,556	R08
Easter Seal Society of New Hampshire, Inc. Employment Development Services 491 Amherst Street, Hallmark Building Nashua, New Hampshire 03063	7	2,555	R11
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047	3	903	R22
Advocates Inc. 1 Clarks Hill, Ste 305 Framingham, Massachusetts 01702	1	357	R27
Living Innovations, Inc. 395 Main Street, Unit 1 Salem, New Hampshire 03079	1	365	R24
Health Care and Rehabilitation Services / Wheeler House 390 River Street Springfield, Vermont 05156	1	365	R26
Lukas Community Memorial Drive, PO Box 137 Temple, New Hampshire 03084	1	309	R25
TOTAL	<u>137</u>	<u>48,188</u>	

State Fiscal Years 2014 and 2015

Contractor Initials: *ABP*
Date: *5/3/13*

9.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

9.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

9.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

9.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

9.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 9.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

9.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

9.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

10. SERVICE COORDINATION

- 10.1. The Contractor agrees to employ 16 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 669 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."
- 10.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 10.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 10.4. The Contractor agrees to insure supervision of expenditures from the \$3,200 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's(s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 10.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 10.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

ABP
5/3/13

11. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522 - "Services to Persons with Acquired Brain Disorders."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
The PLUS Company, Inc. 240 Main Dunstable Road Nashua, New Hampshire 03062	Day 2	Day 10,483	C01
	Res 2	Res 443	
	CCS 1	CSS 1,040	L01
	Res 1	Res 365	R01
Nashua Center for the Multiply Handicapped P. O. Box 1269 Nashua, New Hampshire 03061	Day 1	Day 2,688	C02
	Res 1	Res 365	
	Res 3	Res 1,009	R02
Robin Hill Farm P.O. Box 1067 Hillsborough, NH 03244	Day 1	Day 599	C07
	Res 1	Res 365	
	Res 1	Res 365	R07
Rose Meadow Farm 336 Bedford Road, PO Box 1450 New Boston, New Hampshire 03070	Res 1	Res 365	R21
Area Agency of Greater Nashua, Inc. 144 Canal Street Nashua, New Hampshire 03060	CDS 7	CDS 82	I00
	CSS 1	CSS 5,116	L00
	Res 1	Res 365	R30
Lakeview Neuro Rehabilitation Center 101 Highwatch Road Effingham Falls, New Hampshire 03814	Res 1	Res 365	R20

State Fiscal Years 2014 and 2015

Contractor Initials: *ABP*
Date: *5/3/13*

NAME/ADDRESS OF AGENCY

Crotched Mountain Residential Services
1 Verney Drive
Greenfield, NH 03040

TOTAL ENROLLMENT UNITS COST CENTER CODE

Res 1 Res 365 R22

TOTALS

<u>Day</u>	<u>4</u>	<u>Day</u>	<u>13,770</u>
<u>Res</u>	<u>13</u>	<u>Res</u>	<u>4,372</u>
<u>CSS</u>	<u>2</u>	<u>CSS</u>	<u>6,156</u>
<u>CDS</u>	<u>7</u>	<u>CDS</u>	<u>82</u>

11.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

11.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

11.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

11.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 10.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: ABF
Date: 5/13/13

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

SP
5/3/13

12. CONSOLIDATED DEVELOPMENTAL SERVICES

12.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and with He-M 507 – “Day Habilitation,” He-M 518 – “Employment Services,” He-M 513 – “Respite,” and/or He-M 1001 – “Certification Standards for Community Residences.”


<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Area Agency of Greater Nashua, Inc. 144 Canal Street Nashua, New Hampshire 03060	178	2,126	100
The Institute of Professional Practice, Inc. 144 Canal Street, Second Floor Nashua, New Hampshire 03060	1	12	103
Toward Independent Living and Learning (TILL) New Hampshire, Inc. 154 Broad Street Nashua, New Hampshire 03062	1	12	104
TOTALS	180	2,150	

12.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

12.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals’ opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

12.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/3/13

12.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

12.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 12.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

12.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

12.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: *ABP*

Date: *5/3/13*

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$570,044 and federal funds made available from the Catalog of Federal Domestic Assistance, CFDA #93.667, Social Services Block Grant, in the amount of \$139,872 and CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$1,108,578.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any

Contractor Initials: SBP

Date: 5/3/13

expenditures, which exceed the approved budgets, shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials: ABP

Date: 5/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

Contractor Initials: 

Date: 3/3/13

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: *ABP*

Date: *5/3/13*

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Area Agency of Greater Nashua, Inc. dba

Gateways Community Services

From: 7/1/2013 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Sandra B. Pelletier, President/CEO

(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

5/3/13
(Date)

Contractor Initials: SBP
Date: 5/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

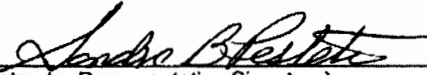
Programs (Indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care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

Contract Period: July 1, 2013 through June 30, 2015

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

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


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


(Contractor Representative Signature)

Sandra B. Pelleiter, President/CEO
(Authorized Contractor Representative Name & Title)

Area Agency of Greater Nashua, dba
Gateways Community Services
(Contractor Name)

5/3/13
(Date)

Contractor Initials: 
Date: 5/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

Sandra B. Pelletier, President/CEO


(Authorized Contractor Representative Name & Title)

Area Agency of Greater Nashua, Inc., dba
Gateways Community Services

(Contractor Name)

5/3/13

(Date)

Contractor Initials: 
Date: 5/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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


1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Sandra B. Pelletier, President/CEO
(Authorized Contractor Representative Name & Title)

Area Agency of Greater Nashua, Inc., dba
Gateways Community Services
(Contractor Name)

5/3/13
(Date)

Contractor Initials: 
Date: 5/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

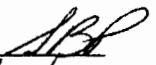
- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


(Contractor Representative Signature)

Sandra B. Pelletier, President/CEO
(Authorized Contractor Representative Name & Title)

Area Agency of Greater Nashua, Inc., dba
Gateways Community Services
(Contractor Name)

5/3/13
(Date)

Contractor Initials: 
Date: 5/3/13

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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
Division of Community Based Care Services
The State Agency Name

Area Agency of Greater Nashua, Inc., dba
Gateways Community Services
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Sandra B. Pelletier
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Sandra B. Pelletier,
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President/CEO
Title of Authorized Representative

5/13/13
Date

5/3/13
Date

Contractor Initials: SBP
Date: 5/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.



Sandra B. Pelletier, President/CEO

(Contractor Representative Signature)
Area Agency of Greater Nashua, Inc., dba
Gateways Community Services

(Authorized Contractor Representative Name & Title)

5/3/13

(Contractor Name)

(Date)

Contractor initials: 

Date: 5/3/13

Page # _____ of Page # _____



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Community Services Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 719 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$3,254,413.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

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

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

State of New Hampshire
Department of Health and Human Services

5/20/15
Date

Diane Langley
Diane Langley
Director

Lakes Region Community Services Council

4/15/15
Date

Christine Santaniello
NAME *Christine Santaniello*
TITLE *Executive Director*

Acknowledgement:

State of NH, County of BEKNAPE on 4/15/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Rebecca L Bryant
Name and Title of Notary or Justice of the Peace

REBECCA L. BRYANT
Justice of the Peace - New Hampshire
My Commission Expires February 12, 2019



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services



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

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

MaryBeth Misluk
Name: MaryBeth Misluk
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an “x” below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)
X	Assistive Technology

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

CS

4/15/15



Exhibit A – Amendment 1

- 1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.
- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.



Exhibit A – Amendment 1

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START):

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management:

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry:

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS):

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS):

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. NHLeads:

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

CJ
4/15/15



Exhibit A – Amendment 1

2.11. No Wrong Door System:

- 2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:
- 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
 - 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
 - 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit A –1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

CJ
Date 4/15/15



Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.1.1.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
Lakes Region Community Services	200	E00

- 3.2. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.1.1.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
Lakes Region Community Services	450	0	350	100	140,671	F00



Exhibit A –1

- 4.2. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

5.2. General Provisions:

- 5.2.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.

5.2.1.1. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.

5.2.1.2. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.

- 5.2.2. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.

- 5.2.3. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.

- 5.2.4. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.

5.2.4.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.

5.2.4.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.

5.2.4.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.

- 5.2.5. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.



Exhibit A –1

- 5.2.6. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- 5.3. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 5.3.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 5.3.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 5.3.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 5.3.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 5.3.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 5.3.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 5.3.7. Provide effective and evidence based family support practices, including but not limited to:
 - 5.3.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 5.3.7.2. Integrate family support services with other agency services in region;
 - 5.3.7.3. Incorporate the family support program within the agency's administrative structure;
 - 5.3.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 5.3.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;

CS

4/15/15



Exhibit A –1

- 5.3.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 5.3.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 5.3.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 5.3.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.3.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.3.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.3.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.3.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.3.14. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.



Exhibit A –1

- 6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. Residences Which May Also Provide Day Program Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."
- 7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.



Exhibit A –1

- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-



Exhibit A –1

term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. Service Coordination

- 9.1. The Contractor agrees to employ 14 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 347 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000.00 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



Exhibit A -1

- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set

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4/15/15



Exhibit A –1

forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

12. Assistive Technology

- 12.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide assistive technology services in accordance with the service description(s) cited below and with He-M 517, "Medicaid Covered Home and Community-Based Care Services for Persons with Developmental Disabilities."

12.1.1.

Name/Address of Agency	Total CCW Clients to be Served	Clients Provided Seating and Mobility	Clients Provided Augmen. and Altern. Comm.	Clients Provided Computer Access	Clients Provided Home Mods. and Aids	Clients Provided Worksite Mods.	Cost Center Code
ATECH Services 57 Regional Drive, Suite 7 Concord, New Hampshire 03301	496	173	287	54	138	2	B20

Exhibit A-1 - Detailed Services

Contractor Initials

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Date 4/15/15



Exhibit A -1

- 12.2. The Contractor hereby agrees that, should the aggregate number of clients served in assistive technology services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

Exhibit A-2 Lakes Region Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	LRCSC	L00	Community Support Service	54	81974
Community Participation Services					
	LRCSC	D00	Day	144	570462
In Home Supprt Services					
	LRCSC	I00	In Home Supports	22	264
Residences Which May Also Provide Day Program Services					
	DRF	C09	Residential	1	365
	LRCSC	C00	Consolidated Services	1	24
	LRCSC	C00	Day	45	198804
	LRCSC	C00	Residential	52	18735
Residential Services					
	LRCSC	R00	Residential	77	28021
Services to Persons With Acquired Brain Disorders					
	LRCSC	I00	Consolidated Services	3	36
	LRCSC	D00	Day	6	30983
	LRCSC	C00	Day	6	24350
	LRCSC	R00	Residential	8	2853
	LRCSC	C00	Residential	9	3015
Participant Directed and Managed Services					
	LRCSC	I00	Consolidated Services	71	1079

CS
4/15/15



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$64,974.00 – 5% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$1,130,400.00 – 95% General funds.
3. Payment Methodology
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
 - 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.

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4/15/15



Exhibit B Amendment #1

- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

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Exhibit B Amendment #1

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
 - 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
 - 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
 - 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
4. Allocation of Funding
- 4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
 - 4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.
 - 4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The following paragraphs shall be added to the General Provisions of this Agreement:
 - "22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."
 - "22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall

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Date 4/15/15



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.

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4/15/15



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

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

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

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

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

Exhibit G Amendment #1

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

Contractor Initials

CS

Date

4/15/15

New Hampshire Department of Health and Human Services
Exhibit G Amendment #1



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

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

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

Contractor Name: LAKES REGION COMMUNITY SERVICES

4/15/15
Date

Christine Santaniello
Name: Christine Santaniello
Title: EXECUTIVE DIRECTOR

Exhibit G Amendment #1

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

Contractor Initials CS

Date 4/15/15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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4/15/15



Exhibit I Amendment #1

- 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

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Exhibit I Amendment #1

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 Amendment #1

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


4/15/15



Exhibit I Amendment #1

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I Amendment #1

- 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.

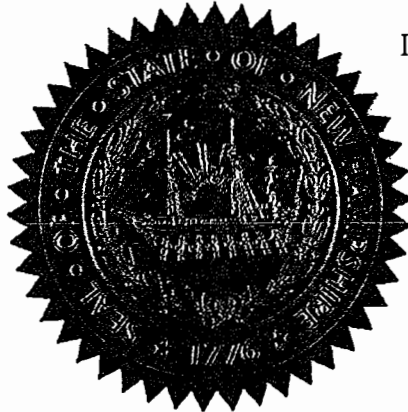
NH DHHS
 The State
Louene Reagan
 Signature of Authorized Representative
Louene Reagan
 Name of Authorized Representative
MS, RD Bureau Chief
 Title of Authorized Representative
5/30/15
 Date

LAKES REGION COMMUNITY SERVICES
 Name of the Contractor
Christine Santaniello
 Signature of Authorized Representative
Christine Santaniello
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
4/15/15
 Date

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 Lakes Region Community Services Council is a New Hampshire nonprofit corporation formed July 29, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

LAKES REGION
**COMMUNITY
SERVICES**

Engage. Empower. Inspire.

CERTIFICATE OF VOTE

I, Carrie Chase, do hereby certify that:

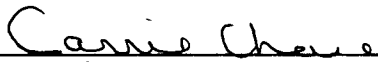
1. I am a duly elected Officer of the Board of Directors for Lakes Region Community Services.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 18, 2015:

RESOLVED: That the Executive Director

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15th day of April, 2015.

4. Christine Santaniello is the duly elected Executive Director of the Agency.



Carrie Chase
Lakes Region Community Services Board of Directors

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 15th day of April, 2015,

By Carrie Chase.



Rebecca L. Bryant, Justice of the Peace



REBECCA L. BRYANT
Justice of the Peace - New Hampshire
My Commission Expires February 12, 2019

July 1, 2005

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/03/2015

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 Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246	CONTACT NAME: Waneta Forbes	FAX (A/C, No): 603-528-4442
	PHONE (A/C, No, Ext): 603-524-4535	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Citizen Insurance Company	31534	
INSURER B: Granite State Work Comp Manuf		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **LR Community Services Council
Rebecca L. Bryant
P O Box 509
Laconia, NH 03246**


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZBV8974270	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
	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 RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
B	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	WC012015000661	01/01/2015	01/01/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NHHHS12 NH Dept of Health & Human Serv Office of Bus Operations Bureau of Contracts & Procurement, 129 Pleasant St 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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Engage. Empower. Inspire.

Mission Statement

Dedicated to serving the community by promoting independence, dignity and opportunity.

Value Statements

As individuals and as a community agency, we:

- Value all people;
- Value a team approach in all we do;
- Value and respect one another;
- Value our relationships in the communities in which we live and work;
- Value our role as facilitators of relationships; and
- Value and recognize that our relationships evolve, grow, and change over time.

Financial Statements

LAKES REGION COMMUNITY SERVICES
COUNCIL, INC.

FOR THE YEARS ENDED
JUNE 30, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

JUNE 30, 2014

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
<u>Financial Statements:</u>	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses	6 - 8
Notes to Financial Statements	9 - 16
<u>Supplementary Information:</u>	
Schedule of Functional Revenues	17 - 19

To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2014.

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 misstatements, 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 Lakes Region Community Services Council, Inc. as of June 30, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2014 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2013 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 4, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17-19 is presented for purposes of additional analysis and is not a required part of the basic 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.

Leone, McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
September 24, 2014

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 2,408,009	\$ 1,593,477
Accounts receivable:		
Medicaid		
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2014 and 2013	1,202,267	1,792,336
Prepaid expenses	274,923	245,439
	<u>187,420</u>	<u>156,546</u>
Total current assets	<u>4,072,619</u>	<u>3,787,798</u>
PROPERTY AND EQUIPMENT, NET	<u>4,002,298</u>	<u>4,095,915</u>
OTHER ASSETS		
Deposits	<u>62,608</u>	<u>57,554</u>
Total assets	<u>\$ 8,137,525</u>	<u>\$ 7,941,267</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 47,643	\$ 46,701
Accounts payable	832,313	821,245
Accrued salaries, wages, and related expenses	305,537	315,000
Accrued earned time	319,362	306,172
Refundable advances	67,701	76,651
Other accrued expenses	<u>213,786</u>	<u>106,229</u>
Total current liabilities	<u>1,786,342</u>	<u>1,671,998</u>
LONG TERM LIABILITIES		
Due to affiliates, net	173,978	208,775
Long term debt, less current portion shown above	<u>352,338</u>	<u>399,981</u>
Total long term liabilities	<u>526,316</u>	<u>608,756</u>
Total liabilities	<u>2,312,658</u>	<u>2,280,754</u>
NET ASSETS		
Unrestricted	4,272,274	4,057,757
Temporarily restricted	<u>1,552,593</u>	<u>1,602,756</u>
Total net assets	<u>5,824,867</u>	<u>5,660,513</u>
Total liabilities and net assets	<u>\$ 8,137,525</u>	<u>\$ 7,941,267</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014</u>	<u>2013</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,285,035	\$ -	\$ 1,285,035	\$ 1,232,393
Medicaid	18,802,354	-	18,802,354	18,138,379
Client resources	90,604	-	90,604	88,339
Other third party payers	85,443	-	85,443	37,329
Public support	404,889	-	404,889	1,128,942
Private foundations	61,350	-	61,350	1,500
Production/service income	270,569	-	270,569	271,954
Investment	760	-	760	876
State of New Hampshire - DDS	1,012,140	-	1,012,140	1,053,930
Management fees	19,547	-	19,547	19,882
Other	811,038	-	811,038	506,544
Total revenues	<u>22,843,729</u>	<u> </u>	<u>22,843,729</u>	<u>22,480,068</u>
Expenses				
Program services				
Service coordination	1,079,745	-	1,079,745	960,434
Day programs	4,316,865	-	4,316,865	4,418,262
Early intervention	632,665	-	632,665	591,288
Enhanced family care	3,320,421	-	3,320,421	3,427,653
Community options	259,666	-	259,666	219,841
Community residences	6,246,814	-	6,246,814	5,977,215
Transportation	100,733	-	100,733	116,570
Family support	3,065,004	-	3,065,004	2,878,654
Other DDS	26,010	-	26,010	11,674
Other programs	1,499,485	-	1,499,485	1,108,694
Supporting activities				
General management	2,069,198	50,163	2,119,361	2,436,574
Fundraising	12,606	-	12,606	2,576
Total expenses	<u>22,629,212</u>	<u>50,163</u>	<u>22,679,375</u>	<u>22,149,435</u>
CHANGE IN NET ASSETS	214,517	(50,163)	164,354	330,633
NET ASSETS, BEGINNING OF YEAR	<u>4,057,757</u>	<u>1,602,756</u>	<u>5,660,513</u>	<u>5,329,880</u>
NET ASSETS, END OF YEAR	<u>\$ 4,272,274</u>	<u>\$ 1,552,593</u>	<u>\$ 5,824,867</u>	<u>\$ 5,660,513</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 164,354	\$ 330,633
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	207,944	203,474
(Increase) decrease in assets:		
Accounts receivable	560,585	515,447
Prepaid expenses	(30,874)	79,350
Deposits	(5,054)	(4,200)
Increase (decrease) in liabilities:		
Accounts payable	11,068	293,900
Accrued salaries, wages, and related expenses	(9,463)	37,765
Accrued earned time	13,190	6,784
Refundable advances	(8,950)	(6,028)
Other accrued expenses	<u>107,557</u>	<u>28,089</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,010,357</u>	<u>1,485,214</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(114,327)</u>	<u>(73,872)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(114,327)</u>	<u>(73,872)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(46,701)	(41,997)
Decrease in due to affiliates	<u>(34,797)</u>	<u>(30,834)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(81,498)</u>	<u>(72,831)</u>
NET INCREASE IN CASH	814,532	1,338,511
CASH, BEGINNING OF YEAR	<u>1,593,477</u>	<u>254,966</u>
CASH, END OF YEAR	<u>\$ 2,408,009</u>	<u>\$ 1,593,477</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 8,507</u>	<u>\$ 11,312</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
PERSONNEL COSTS					
Salaries and wages	\$ 691,411	\$ 2,518,708	\$ 426,197	\$ 126,420	\$ 174,580
Employee benefits	193,293	693,552	113,617	35,996	46,936
Payroll taxes	48,703	202,977	28,578	8,532	11,709
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	41,326	-	-	3,107,310	-
Accounting/auditing	-	-	-	-	-
Legal	1,138	-	-	25	-
Subcontract services	-	134,356	-	(24,555)	-
Other professional fees	2,880	11,148	-	-	-
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	36	1,300	118	-
Conference/conventions	1,589	4,065	1,659	-	-
Other staff development	-	6,844	2,490	-	-
OCCUPANCY COSTS					
Rent	9,945	58,700	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	1,577	18,041	-	-	-
Repairs and maintenance	299	1,336	-	890	26
Other occupancy costs	38,392	23,871	28,680	13,147	2,567
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	3,619	6,889	2,390	846	-
Building/household	188	1,868	-	-	-
Client	13,761	5,673	-	25,390	-
Medical supplies	1,047	-	-	188	-
ASSISTANCE TO INDIVIDUALS	3,725	46	-	268	-
PRODUCT SALES	-	21,901	-	-	-
EQUIPMENT RENTAL	-	-	-	268	-
EQUIPMENT MAINTENANCE	104	277	-	554	-
DEPRECIATION	-	1,038	187	-	-
ADVERTISING	168	814	-	30	-
PRINTING	-	583	4,590	478	-
TELEPHONE	352	6,003	-	121	-
POSTAGE	142	225	-	-	-
TRANSPORTATION	25,181	417,945	20,632	22,079	23,848
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	-	757	320	-	-
CLIENT PAYMENTS	576	172,030	1,065	189	-
INTEREST	-	-	-	-	-
OTHER	329	7,182	960	2,127	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,079,745</u>	<u>\$ 4,316,865</u>	<u>\$ 632,665</u>	<u>\$ 3,320,421</u>	<u>\$ 259,666</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
PERSONNEL COSTS					
Salaries and wages	\$ 3,004,503	\$ 18,426	\$ 1,136,317	\$ -	\$ 893,165
Employee benefits	804,391	4,974	310,053	-	248,197
Payroll taxes	212,583	1,316	82,220	-	72,407
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	837
Client treatment & therapies	162,749	-	1,078,466	-	1,353
Accounting/auditing	-	-	-	-	87,861
Legal	610	-	-	-	31,646
Subcontract services	1,380,003	-	139,361	-	-
Other professional fees	1,681	-	10,427	20,506	131,531
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	888
Conference/conventions	320	-	4,982	-	12,864
Other staff development	22,000	-	7,742	-	6,679
OCCUPANCY COSTS					
Rent	171,650	-	10,270	-	-
Mortgage payments	8,400	-	-	-	-
Utilities	100,980	-	1,151	-	45,363
Repairs and maintenance	43,662	-	162	-	78,762
Other occupancy costs	9,235	-	10,477	-	(162,367)
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	8,095	197	941	-	35,787
Building/household	18,996	-	188	204	1,295
Client	119,836	-	4,392	-	9,047
Medical supplies	2,023	-	16,477	-	-
ASSISTANCE TO INDIVIDUALS					
	270	-	41,904	-	120
PRODUCT SALES					
	-	-	-	-	5,000
EQUIPMENT RENTAL					
	-	-	110	-	35,081
EQUIPMENT MAINTENANCE					
	7,581	-	-	-	66,292
DEPRECIATION					
	22,643	-	-	-	184,075
ADVERTISING					
	157	-	1,358	-	4,363
PRINTING					
	-	-	4,111	-	8,257
TELEPHONE					
	5,907	-	-	-	68,108
POSTAGE					
	-	-	368	-	20,593
TRANSPORTATION					
	128,824	75,713	136,394	5,300	6,442
INSURANCE					
	-	-	-	-	84,496
MEMBERSHIP DUES					
	95	-	66,356	-	50,554
CLIENT PAYMENTS					
	9,579	-	386	-	16,368
INTEREST					
	-	-	-	-	8,507
OTHER					
	40	107	391	-	65,790
TOTAL FUNCTIONAL EXPENSES	<u>\$ 6,246,814</u>	<u>\$ 100,733</u>	<u>\$ 3,065,004</u>	<u>\$ 26,010</u>	<u>\$ 2,119,361</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ -	\$ 8,989,727	\$ 902,627	\$ 9,892,354	\$ 9,600,334
Employee benefits	-	2,451,009	245,359	2,696,368	3,160,761
Payroll taxes	-	669,025	67,690	736,715	726,373
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	837	-	837	2,354
Client treatment & therapies	-	4,391,204	85,990	4,477,194	4,244,326
Accounting/auditing	-	87,861	-	87,861	84,991
Legal	-	33,419	32	33,451	36,949
Subcontract services	-	1,629,165	54,363	1,683,528	1,273,333
Other professional fees	250	178,423	12,882	191,305	220,049
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	2,342	607	2,949	1,798
Conference/conventions	-	25,479	2,290	27,770	19,286
Other staff development	-	45,755	636	46,391	40,374
OCCUPANCY COSTS					
Rent	-	250,565	-	250,565	238,235
Mortgage payments	-	8,400	-	8,400	8,198
Utilities	-	167,112	-	167,112	175,015
Repairs and maintenance	-	125,137	1,008	126,145	140,432
Other occupancy costs	-	(35,998)	57,650	21,652	9,220
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	25	58,789	11,160	69,949	67,412
Building/household	-	22,739	22	22,761	24,891
Client	132	178,231	6,756	184,987	181,573
Medical supplies	-	19,735	-	19,735	10,583
ASSISTANCE TO INDIVIDUALS					
	-	46,333	5,391	51,724	63,248
PRODUCT SALES					
	-	26,901	-	26,901	19,817
EQUIPMENT RENTAL					
	-	35,459	-	35,459	38,926
EQUIPMENT MAINTENANCE					
	-	74,808	101	74,909	67,166
DEPRECIATION					
	-	207,943	1	207,944	203,474
ADVERTISING					
	-	6,890	562	7,452	21,555
PRINTING					
	425	18,444	1,112	19,556	18,824
TELEPHONE					
	-	80,491	70	80,561	84,464
POSTAGE					
	125	21,453	33	21,486	21,089
TRANSPORTATION					
	-	862,358	41,084	903,442	829,706
INSURANCE					
	-	84,496	-	84,496	74,662
MEMBERSHIP DUES					
	-	118,082	1,311	119,393	89,470
CLIENT PAYMENTS					
	-	200,193	70	200,263	195,819
INTEREST					
	-	8,507	-	8,507	8,610
OTHER					
	11,649	88,575	678	89,253	146,118
TOTAL FUNCTIONAL EXPENSES	\$ 12,606	\$ 21,179,890	\$ 1,499,485	\$ 22,679,375	\$ 22,149,435

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

Basis of Accounting

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

Basis of Presentation

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Council.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2014 and 2013, the Council had unrestricted and temporarily restricted net assets.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as unrestricted.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Fair Value of Financial Instruments

The Council's financial instruments consist of cash, short-term receivables and payables, short-term notes payable and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2014 and 2013.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

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 accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2013, from which the summarized information was derived.

Accrued Earned Time

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2010.

Advertising

The Council expenses advertising costs as incurred.

Functional Allocation of Expenses

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

Accounting 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 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.

Subsequent Events

Subsequent events have been evaluated through September 24, 2014, the date the financial statements were available to be issued.

2. PROPERTY AND EQUIPMENT

As of June 30, 2014 and 2013, property and equipment consisted of the following:

	<u>2014</u>	<u>2013</u>
Buildings and improvements	\$ 3,883,984	\$ 3,811,811
Leasehold improvements	317,569	305,728
Furniture, fixtures and equipment	529,699	501,282
Land	<u>152,200</u>	<u>152,200</u>
Total	4,883,452	4,771,021
Less accumulated depreciation	<u>881,154</u>	<u>675,106</u>
Property and equipment, net	<u>\$ 4,002,298</u>	<u>\$ 4,095,915</u>

Depreciation expense for the years ended June 30, 2014 and 2013 amounted to \$207,944 and \$203,474, respectively.

3. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provided for maximum borrowings up to \$1,500,000 and was renewable annually. Effective April 1, 2013 through December 31, 2014, the Council obtained a temporary increase in the revolving line of credit which provided for maximum borrowings up to \$3,000,000. Any borrowings of principal and accrued interest in excess of \$1,500,000 at December 31, 2014 are required to be paid in full. At September 24, 2014, the date the financial statements were available to be issued, there was no outstanding principal and accrued interest on the revolving line of credit. The revolving line of credit has a scheduled maturity date of December 31, 2014, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 9). At June 30, 2014 and 2013, the interest was stated at the bank's prime rate of 3.25%. There was no amount outstanding on this line of credit at June 30, 2014 and 2013.

4. LONG TERM DEBT

During April, 2012, the Council entered into a note payable agreement with the Community Development Finance Authority. The principal amount of the note is \$500,000 and the interest rate is stated at 2.00%. Principal and interest payments of \$4,601 are payable in equal monthly installments for a period of ten years. The loan is collateralized by various property of a related party (see Note 9). At June 30, 2014 and 2013, \$399,981 and \$446,682, respectively, was outstanding under the note payable.

The schedule of maturities of long term debt at June 30, 2014 is as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2015	\$ 47,643
2016	48,605
2017	49,586
2018	50,587
2019	51,608
Thereafter	<u>151,952</u>
Total	<u>\$ 399,981</u>

5. RESTRICTIONS ON NET ASSETS

During the year ended June 30, 2012, the Council received donated surplus property in the form of a building. The temporarily restricted net assets at June 30, 2014 and 2013 consist of the net value of the building. The use of this building is restricted by deed for thirty years from the date of donation. As depreciation expense reduces the net book value of the building, temporarily restricted net assets are adjusted accordingly.

6. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2014 and 2013, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 1.5% of the participant's compensation. The employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All employees who work one thousand hours per year are eligible to participate after one year of employment and attaining the age of twenty one. The Council's contribution to the retirement plan for the years ended June 30, 2014 and 2013 was \$49,520 and \$61,709, respectively.

7. CONCENTRATION OF RISK

For the years ended June 30, 2014 and 2013, approximately 82% and 81% of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for that region. The Council was scheduled for re-designation during September 2011, however, the Council has received an extension through September 2015 from the State of New Hampshire.

Medicaid receivables comprise approximately 81% and 88% of the total accounts receivable balances at June 30, 2014 and 2013, respectively. The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as discussed in Note 3.

8. LEASE COMMITMENTS

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$286,024 and \$277,161 for the years ended June 30, 2014 and 2013, respectively.

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

<u>Year Ending June 30</u>	<u>Amount</u>
2015	\$ 134,832
2016	74,821
2017	46,320
2018	42,240
2019	<u>5,000</u>
Total	<u>\$ 303,213</u>

Refer to Note 9 for information regarding a lease agreement with a related party.

9. RELATED PARTY TRANSACTIONS

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provided transportation services

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Corporation Received From:</u>	Amount		<u>Purpose</u>
	<u>2014</u>	<u>2013</u>	
Genera Corporation	\$ 14,400	\$ 14,400	Management, Accounting and Financial Services
Genera Corporation	14,988	14,988	Insurance Reimbursement
<u>Paid To:</u>	<u>2014</u>	<u>2013</u>	
Genera Corporation	\$ 109,800	\$ 110,000	Rental of Homes
Greater Laconia Transit Agency	63,274	-	Prepaid Expenses Related to Affiliated Organization (See Below)
<u>Due (To)/From:</u>	<u>2014</u>	<u>2013</u>	
Genera Corporation	\$(172,401)	\$(212,497)	
Greater Laconia Transit Agency	<u>(1,577)</u>	<u>3,722</u>	
	<u>\$(173,978)</u>	<u>\$(208,775)</u>	

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

Demand Note Payable

The Council's demand note payable is guaranteed by Genera Corporation (see Note 3).

Long Term Debt

During the year ended June 30, 2012, Lakes Region Community Services Council, Inc., obtained financing from the Community Development Finance Authority (CDFA) related to improvements necessary to the renovation of their new facility. The note to the CDFA is collateralized by certain real property of Genera Corporation (see Note 4).

Rent

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800 annually.

Insurance Reimbursement

Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

Prepaid Expenses Related to Affiliated Organization

The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. Total advances for the year ended June 30, 2014 were \$63,274. There were no advances for the year ended June 30, 2013.

The Council is expensing these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency has recorded the advances as deferred revenue and is recognizing income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was \$56,291 and \$84,698 for the years ended June 30, 2014 and 2013, respectively.

10. MEDICAID CONTINGENCY PAYMENTS

During the year ended June 30, 2013 the State of New Hampshire implemented a change in the entity that processes Medicaid payments for the State, including such payments for mental health and developmental services providers (the area agencies). As this transition took place, it became apparent to the State of New Hampshire that the new service provider was initially unable to consistently reimburse the area agencies, including the Council, due to various issues. In order to aid the cash flows for the area agencies, the State of New Hampshire began disbursing cash in advance of service billings. After the initial disbursements to the area agencies the State of New Hampshire began reducing payments for billed services to the area agencies by a portion of the advance payments. The Council's Medicaid accounts receivable accrual for services billed but pending in the system for the year ended June 30, 2013 increased proportional to the net contingency payments received by the Council. As a result, the Council has shown accounts receivable net of the net contingency payments made for the year ended June 30, 2013 of \$1,182,060. During the year ended June 30, 2014 the State recouped the remaining balance of the advanced payments.

11. CONTINGENCIES

Grant Compliance

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council 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 Council may 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 by government audits as of June 30, 2014.

12. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2014 and 2013, client funds held by the Council aggregated \$265,330 and \$212,232, respectively.

13. CONCENTRATION OF CREDIT RISK

The Council 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, 2014 and 2013. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2014 and 2013, cash balances in excess of FDIC coverage aggregated \$6,198 and \$6,253, respectively.

14. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council is a party to financial instruments with off Statement of Financial Position risk in the normal course of business. A portion of the Council's overnight deposit bank balances are swept into an uninsured repurchase agreement. Repurchase agreement balances were \$2,629,726 and \$1,605,163, as of June 30, 2014 and 2013, respectively. Management, however, does not feel exposed to significant credit risk due to the collateralized nature of these investments.

15. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees	\$ -	\$ 6,244	\$ 18,174	\$ 824,173	\$ -
Medicaid	624,569	3,218,627	677,705	4,037,194	259,457
Client resources	-	110	-	32,345	4,760
Other third party payers	-	85,443	-	-	-
Public support	1,117	881	4,000	-	-
Private foundations	-	-	-	-	-
Production/service income	1,489	269,080	-	-	-
Investment	-	1	-	-	-
State of New Hampshire - DDS	-	-	-	-	-
Management fees	-	-	-	-	-
Other	<u>4,525</u>	<u>3,949</u>	<u>226</u>	<u>-</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 631,700</u>	<u>\$ 3,584,335</u>	<u>\$ 700,105</u>	<u>\$ 4,893,712</u>	<u>\$ 264,217</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>	<u>Fundraising</u>
Program fees	\$ 307,384	\$ -	\$ -	\$ 32,305	\$ 22,095	\$ -
Medicaid	6,612,488	-	3,652,899	47,614	(419,435)	-
Client resources	49,345	-	4,044	-	-	-
Other third party payers	-	-	-	-	-	-
Public support	-	-	-	-	35,350	43,221
Private foundations	-	-	350	-	1,000	-
Production/service income	-	-	-	-	-	-
Investment	-	-	-	-	759	-
State of New Hampshire	-	-	-	-	-	-
- DDS	-	-	-	-	1,012,140	-
Management fees	-	-	-	-	14,400	-
Other	<u>1,228</u>	<u>15,150</u>	<u>7,201</u>	<u>-</u>	<u>23,100</u>	<u>(15,025)</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 6,970,445</u>	<u>\$ 15,150</u>	<u>\$ 3,664,494</u>	<u>\$ 79,919</u>	<u>\$ 689,409</u>	<u>\$ 28,196</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Total DDS Funded	Total Non-DDS Funded	2014 Totals	2013 Totals
Program fees	\$ 1,210,375	\$ 74,660	\$ 1,285,035	\$ 1,232,393
Medicaid	18,711,118	91,236	18,802,354	18,138,379
Client resources	90,604	-	90,604	88,339
Other third party payers	85,443	-	85,443	37,329
Public support	84,569	320,320	404,889	1,128,942
Private foundations	1,350	60,000	61,350	1,500
Production/service income	270,569	-	270,569	271,954
Investment	760	-	760	876
State of New Hampshire - DDS	1,012,140	-	1,012,140	1,053,930
Management fees	14,400	5,147	19,547	19,882
Other	40,354	770,684	811,038	506,544
TOTAL FUNCTIONAL REVENUES	\$ 21,521,682	\$ 1,322,047	\$ 22,843,729	\$ 22,480,068

Lakes Region Community Services
Board of Directors 2014 - 2015

√*R. Stuart Wallace, President

[Redacted]

*Cynthia Mathews

[Redacted]

√ Margaret Selig, Vice-President
Director of Laconia Adult Ed

[Redacted]

Patricia Field

[Redacted]

√*Carrie Chase, Secretary

[Redacted]

Dona Murray

[Redacted]

√Randy Perkins, Treasurer

[Redacted]

Ellen Young

[Redacted]

√*Gary Lemay, Past Board President

[Redacted]

*Laura Main

[Redacted]

√*Susan Gunther, Member-at-Large

[Redacted]

*Matthew Canfield

[Redacted]

Margaret Plumer

[Redacted]

√ Denotes Executive Committee Member
* Denotes a Board Member Consumer
(6/18/14)

Christine Santaniello



**PROFESSIONAL
EXPERIENCE:**

Executive Director

Lakes Region Community Services Council
May 1, 2006 to present

Chief Operating Officer of Community Based Not-for-Profit Corporation. Responsible for overall administration of agency whose responsibility is to provide for the health and well-being of the individuals and families served. Provide leadership, fiscal management, and sound decision making to ensure that all of the duties and responsibilities of the organization are carried out in accordance with state law, regulation, and rules. Report to and work closely with the Board of Directors.

Assistant Executive Director

Lakes Region Community Services Council
May 2004 to April 30, 2006

Additional responsibilities to those of Director of Family Support, including responsibility for the Shared Family Living and Specialized Supports Departments. Responsible for the Consumer Operations aspect of the organization. Work closely with the Executive Director and Director of Finance for management of the overall organization. Review of agency programs, formal and informal is a central focus of this position. Development of new LRCSC programs and supports are inherent with this role. Liaison with Board of Directors, Department of Health and Human Services, and community.

Director of Family Support

Lakes Region Community Services Council
January 2001 to May 2004

Responsible for the programmatic and fiscal management of programs supporting families. Supervision of professional staff and responsible for the Early Intervention, Step Ahead, and Family Support Programs. Work with the Family Support Advisory Council, responsible for community collaboration, grant writing, and other management functions.

Project Director

Community Support Network, Inc.
November 1999 to January 2001

Responsible for administration and implementation of Federal Grant received by the State of New Hampshire to develop supports to aging parents caring for adult children with disabilities living at home.

Director of Resource Coordination

Greater Laconia Community Services Inc., Laconia, NH
July 1997 to November 1999

Responsible for management of Case Management and Family Support Services Departments of affiliate agency of Lakes Region Community Services Council. Provide support to middle management who supervise professional staff

responsible for over 500 individuals and families. Fiscal development and community activities are also an integral component of job.

Director of Family Support Services

Lakes Region Community Services Council, Laconia, NH
August 1995 to July 1997

Responsible for management and development of a department that serves two hundred and fifty families. Provide direct support and supervision to professional staff. Active on agency and community committees. Financial responsibility, Family Advisory Council, grant writing, and program development.

Family Support Services Coordinator

Lakes Region Community Services Council, Laconia, NH
July 1992 to August 1995

Responsible for daily management of Family Support Services Department. Responsible for 19 staff including direct supervision of 9, monitoring of budgets, development of new programs, crisis intervention, and public relations. Developed Family Aide Program.

Family Support Advocate

Lakes Region Community Services Council, Laconia, NH
June 1989 to July 1992

Worked with families who have members with developmental disabilities. Served as a direct support for the families. Emphasis was to assist the families to make and carry through their own decisions while stressing they be less system-dependent through involvement with the community. Developed Intensive Family Support Model and Futures Planning Guide.

EDUCATION:

Kent School of Social Work, University of Louisville
Louisville, KY
Master of Science in Social Work, August 1991.

University of New Hampshire, Durham, NH
Bachelor of Arts in Social Work, May 1989

INTERESTS:

Treasurer, Community Support Network
Vice President, Lakes Region Partnership for Public Health
Board Member, Breakwater Condominium Association

REFERENCES WILL BE FURNISHED UPON REQUEST



Rebecca L. Bryant

Accounting & Management Experience

April 2007 – Present

Lakes Region Community Services Council
Director of Finance

Chief Financial Officer of Community Based Not-For-Profit Corporation. Oversee financial and personnel administration for private non-profit human services agency with a budget of \$18 million and 300 employees. Prepare and monitor annual budgets. Negotiate funding requests with the New Hampshire Department of Health and Human Services. Prepare and manage contracts with funding sources and vendors. Administer the agency's compensation and benefits plans. Ensure compliance with applicable state and federal labor regulations. Oversee the installation and support of agency computer systems and networks. Report to and work closely with the Board of Directors and Executive Director.

Aug 2000 – April 2007

Wilcom, Inc., Laconia, NH
Controller, Acting General Manager

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President.

During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project.

As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Oct 1997 – Aug 2000

Freudenberg-NOK General Partnership, Bristol, NH
Hyperion Administrator Jul 2000 – Aug 2000
Assistant Hyperion Administrator Jan 1999 – Jul 2000
Assistant Treasury Manager Oct 1997 – Jan 1999

Responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data.

As Assistant Treasury Manager managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager For nine months in the absence of the Treasury Manager.

Certifications

- Justice of the Peace – State of New Hampshire
- Notary Public – State of New Hampshire

Continuing Education

- U.S. Notary Course in Notary Public Law
- ADP Reportsmith Class
- CompuMaster “Getting the Most from Microsoft Office”
- Skillpath Seminar “The Conference for Women”
- International Trade Resource Center
 - Export Documentation
 - Foreign Credit & Collection
 - AES Direct Training
- NH PTAP
 - Doing Business With the Government – Procurement Basics
 - Contract Basics
 - U.S. General Services Administration (GSA) – Training: How to Obtain a GSA Schedules Contract
- Project Management Training
- Auditing Staff Level I
- Business Process Kaizen
- Distinctions Customer Service Training

Education

May 1995 KEENE STATE COLLEGE, Keene, New Hampshire
Bachelor of Science Degree in Business Management
Accounting Concentration

Community Service

- Den Leader, Cub Scout Pack 369, Moultonborough, NH
- Advancements Chair, Cub Scout Pack 369, Moultonborough, NH
- Chair, Recreation Advisory Board, Town of Moultonborough
- Sunday School Teacher, Moultonborough United Methodist Church
- Nursery Coordinator, Moultonborough United Methodist Church

References

Professional

Christopher Carrier
Product Manager
Equallogic, Inc.
[REDACTED]

Jenn Dorr, CPA
Audit Manager
Vachon, Clukay & Co., PC
[REDACTED]

John Helenek
Partner
Wilcom, Inc.
[REDACTED]

David Detscher
Vice President
Wilcom, Inc.
[REDACTED]

Personal

Donna Keuthe
Recreation Director
Town of Moultonborough
[REDACTED]

Crystal Finefrock
Director of Financial Aid
Plymouth State College
[REDACTED]

Christine Roman
15 Year Teacher
Winnisquam Regional School District
[REDACTED]

Rebecca Forrestall
Director of Special Education
John Stark Regional HS
[REDACTED]

Carrie L. Chandler



Executive Summary

I am an experienced administrator with strong organizational leadership and staff development skills. I am eager to use my talents to be of service to an organization that is committed to excellence and improving the lives of others.

Core Qualifications

- Facility Management
- Hiring / Employee Retention
- Team Leadership & Development
- State Regulatory Compliance
- Policy & Procedure Development
- Continuous Quality Improvement
- Risk Management
- Marketing & Sales
- Community Relations
- Budget Management
- Case Management
- Proficient in Microsoft Word, Excel and Power Point

Professional Experience

09/2011-Present

Golden View Health Care Center Meredith, New Hampshire

Case Manager / Resident & Community Relations

Case management oversight and quality assurance for skilled sub-acute rehabilitation guests.

11/2004 – 08/2011

Forestview Manor Assisted Living Meredith, New Hampshire

Administrator

Administrator of a 76 bed assisted living community (three buildings) with 70 employees. Responsible for quality care outcomes, safety, staffing, census and profitability. Deficiency-Free State Surveys.

03/2001 – 04/2004

Taylor Community Laconia, New Hampshire

Resident Assistant

Part-time evening on-site manager while my child was young.

10/1994 – 04/1999 **Taylor Community** Laconia, New Hampshire

Administrator of Operations

State licensed Nursing Home Administrator of 53 bed facility and operational oversight for the Taylor Community / Continuing Care Retirement Community. Deficiency-Free State Surveys.

11/1993 – 10/1994 **Taylor Community** Laconia, New Hampshire

Director of Resident Services

Responsible for marketing, admissions, social work and activities for 250+ Independent Residents across multiple campuses.

Education

1990 - 1993 **Medical College of Virginia / Virginia Commonwealth University,**
Richmond, Virginia, United States

Gerontology

Master's
Concentration in Public Administration
Recipient of the A. D. Williams Award

1986 - 1990 **Plymouth State College,** Plymouth, NH, United States

Psychology

Bachelor of Science
Concentration in Mental Health
Gerontology Minor
Graduated Cum Laude; Psy Chi Honors Society

Affiliations

2005 - Present Co-chair of the Belknap County Area Committee on Aging.

1990 – Present Care & Outreach Committee, First United Methodist Church, Gilford, NH.

References

Professional references available upon request.

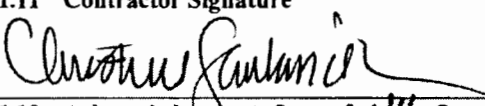
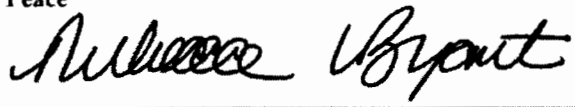
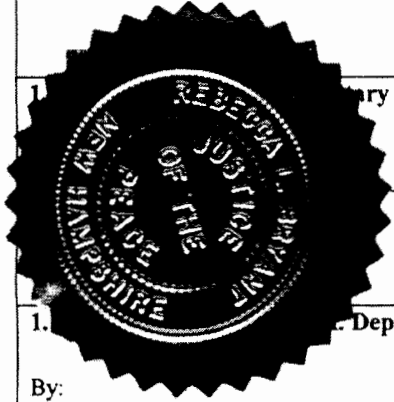


Subject: to provide Developmental and Acquired Brain Disorder Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name Lakes Region Community Services Council d/b/a/ Lakes Region Community Services		1.4 Contractor Address P.O. Box 509 Laconia, New Hampshire 03247	
1.5 Contractor Phone Number (603) 524-8811	1.6 Account Number 05-95-93-930010-7013-102-500731, 7852-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$2,059,039
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine Santaniello, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>BELKnap</u> On <u>5/15/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Signature of Notary Public or Justice of the Peace  REBECCA L. BRYANT, Justice of the Peace My Commission Expires April 1, 2014			
1.14 Signature of State Agency Signatory 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Signature of Director, Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

US
5/15/13

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: assistive technology, community support/independent living services, day services, family-centered early supports and services, family support services, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders, and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.


1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Resident Review (PASRR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASRR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: 

Date: 5/15/13

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

Contractor Initials: CU

Date: 5/13/15

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

Contractor Initials:

Date: 5/13/15

2. ASSISTIVE TECHNOLOGY

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide assistive technology services in accordance with the service description(s) cited below and with He-M 517 "Medicaid Covered Home and Community-Based Care Services for Persons with Developmental Disabilities".

NAME/ <u>ADDRESS OF AGENCY</u>	TOTAL CCW CLIENTS TO BE <u>SERVED</u>	CLIENTS PROVIDED AUGMEN. AND ALTERN. <u>COMM.</u>	CLIENTS PROVIDED COMPUTER ACCESS	CLIENTS PROVIDED HOME MODS AND AIDS	CLIENTS PROVIDED WORKSITE MODS.	COST CENTER <u>CODE</u>
ATECH Services 57 Regional Drive, Suite 7 Concord, New Hampshire 03301	496	287	54	138	2	B20

2.2. The Contractor hereby agrees that should the aggregate number of clients served in assistive technology services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: *CD*
Date: *5/19/13*

3. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below.

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	47	57,612	L00

3.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

3.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

3.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

3.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

3.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 3.1. of Exhibit A in the Scope of Services Section

State Fiscal Years 2014 and 2015

Contractor Initials: CAJ
Date: 5/13/13

contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

3.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

3.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

CS
5/15/13

4. DAY SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516 - "Adult Day and Work Activities," He-M 507 - "Day Habilitation," and/or He-M 518 - "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	140	681,770	D00

4.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date

CAJ
7/15/13

5. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early intervention supports will be provided in accordance with the service description(s) cited below and in compliance with He-M 510 - "Family-Centered Early Supports Services."

<u>NAME AND ADDRESS OF AGENCY</u>	<u>TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS</u>	<u>COST CENTER CODE</u>
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	185	E00

5.2. The Contractor agrees that should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: US
Date: 5/15/13

6. FAMILY SUPPORT SERVICES

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519 "Family Support Services" and He-M 513 - "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>FAMILIES PROVIDED WITH RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH NON-RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS</u>	<u>COST CENTER CODE</u>
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	450	0	350	100	F00

6.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support service during an the fiscal year decrease by ten (10) in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

CS
5/13

7. IN-HOME SUPPORT SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513 - "Respite", He-M 517 - "Environmental Modifications", and/or He-M 503 and 510 - "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	17	204	100

7.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.


7.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

7.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

7.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: 

Date: 5/15/13

8. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	Day 46 Res 59 CSS 1 Con. Svs. 1	Day 273,267 Res 21,071 CSS 5,347 Con. Svs. 12	C00, CFV
Designated Receiving Facility (DRF) 68 Green Street, PO Box 370 Laconia, New Hampshire 03247	Day 5 Res 6	Day 38,850 Res 2,190	C09
	<u>Day 51</u> <u>Res 65</u> <u>CSS 1</u> <u>Con. Svs. 1</u>	<u>Day 312,117</u> <u>Res 23,261</u> <u>CSS 5,347</u> <u>Con. Svs. 12</u>	

TOTALS

8.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal

State Fiscal Years 2014 and 2015

Contractor Initials: CW
Date: 5/15/13

functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. RESIDENTIAL SERVICES

9.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	72	25,096	R00

9.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.


9.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

9.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

9.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

9.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 9.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/13/13


9.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

9.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials:


Date:


5/19/13

10. SERVICE COORDINATION

- 10.1. The Contractor agrees to employ 16 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 375 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."
- 10.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 10.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 10.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 10.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A: 18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 10.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/15/13

11. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522 - "Services to Persons with Acquired Brain Disorders."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	Day 7 Res 8	Day 32,519 Res 2,920	C00
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	Day 6	Day 32,402	D00
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	CDS 3	CDS 36	I00
Lakes Region Community Services Council P. O. Box 509 Laconia, New Hampshire 03246	Day 1 Res 8	Day 1,390 Res 2,709	R00
TOTALS			
	Day 14 Res 16 CDS 3	Day 66,311 Res 5,629 CDS 36	

11.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:

[Handwritten Signature]
[Handwritten Date]

limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

11.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

11.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

11.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 11.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$2,038,689 and federal funds made available from the Catalog of Federal Domestic Assistance, CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$20,350.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any

Contractor Initials CA

Date: 5/15/13

expenditures, which exceed the approved budgets, shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials CS

Date: 5/15/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract, and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Lakes Region Community Services
(Contractor Name)

From: 7/1/2013 To: 6/30/2015
(Period Covered by this Certification)

Christine Santaniello, Executive Director
(Name & Title of Authorized Contractor Representative)

Christine Santaniello
(Contractor Representative Signature)

5/15/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

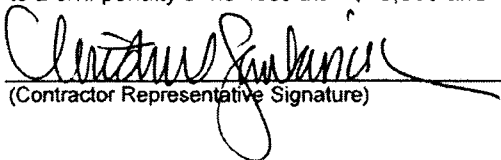
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI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

Contract Period: July 1, 2013 through June 30, 2015

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

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

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


(Contractor Representative Signature)

Christine Santaniello, Executive Director
(Authorized Contractor Representative Name & Title)

Lakes Region Community Services
(Contractor Name)

5/15/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: CD

Date: 5/15/13

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

Christine Santaniello Executive Director

(Authorized Contractor Representative Name & Title)

Lakes Region Community Services

(Contractor Name)

5/15/13

(Date)

Contractor Initials

Date:



5/15/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Christine Santaniello, Executive Director
(Authorized Contractor Representative Name & Title)

Lakes Region Community Services
(Contractor Name)

5/15/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


(Contractor Representative Signature)

CHRISTINE SANTANILLO, EXECUTIVE DIRECTOR
(Authorized Contractor Representative Name & Title)

Lakes Region Community Services
(Contractor Name)

5/15/13
(Date)

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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
Division of Community Based Care Services
The State Agency Name

Lakes Region Community Services
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Christina Santaniello
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Christine Santaniello
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

5/29/13
Date

5/15/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

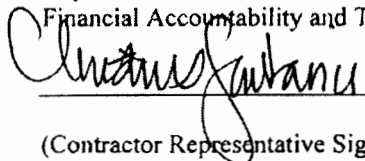
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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:

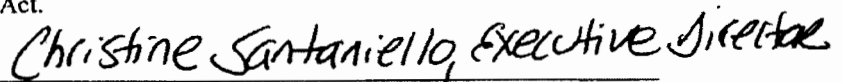
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



(Contractor Representative Signature)

Lakes Region Community Services


(Contractor Name)

 Christine Santaniello, Executive Director

(Authorized Contractor Representative Name & Title)

5/15/13

(Date)

Contractor initials: 

Date: 5/15/13

Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD 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: _____

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: <u>Christine Santaniello</u>	Amount: <u>112,124</u>
Name: <u>Rebecca Beyart</u>	Amount: <u>82,000</u>
Name: <u>MARY St. Jacques</u>	Amount: <u>65,000</u>
Name: <u>Laurie Vachon</u>	Amount: <u>65,000</u>
Name: <u>Shannon Kelly</u>	Amount: <u>65,000</u>

Contractor initials: CLS
Date: 5/15/13
Page # 2 of Page # 2

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Developmental Services

Agency Name: Lakes Region Community Services Council

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: <u>9/1/15 - 8/31/16</u>				
Name & Title of Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amounts Paid by Contract (Excludes Medicaid)
Christine Santaniello, Executive Director	\$119,000	3.80%	75.00%	\$4,522.00
Rebecca Bryant, Director of Finance	\$84,050	3.80%	75.00%	\$3,193.90
Carrie Chandler, Service Coordination Supervisor	\$55,000	0.00%	100.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$7,715.90

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Developmental Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 121 Railroad Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$1,113,811.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

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

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

State of New Hampshire
Department of Health and Human Services

5/20/15
Date

Liane Reagan for
Liane Langley
Director

Monadnock Developmental Services, Inc.

4/27/15
Date

Michael B. Forrest
PRESIDENT, BOD
NAME Michael B. Forrest
TITLE President, BOD

Acknowledgement:

State of New Hampshire, County of Cheshire on 4/27/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

JOEL D. FITZPATRICK, Notary Public
My Commission Expires August 14, 2018

New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services



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

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

Mary Ben Mistuk
Name: Mary Ben Mistuk
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an “x” below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
X	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are

MSF

4/27/15



Exhibit A – Amendment 1

in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

MBF

4/27/15



Exhibit A – Amendment 1

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START):

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management:

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry:

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS):

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS):

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. NHLeads:

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

MAF

4/27/15



Exhibit A – Amendment 1

2.11. No Wrong Door System:

- 2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:
- 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
 - 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
 - 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

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Exhibit A –1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

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Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.1.1.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
Monadnock Developmental Services ESS	142	E26
RISE	213	E45

- 3.2. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.1.1.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
Monadnock Developmental Services	403	0	238	165	80,913	F03, F22



Exhibit A –1

- 4.2. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.
- 5.2. General Provisions:
- 5.2.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 5.2.1.1. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 5.2.1.2. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 5.2.2. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 5.2.3. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 5.2.4. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
- 5.2.4.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
- 5.2.4.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
- 5.2.4.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 5.2.5. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.

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4/27/15



Exhibit A –1

- 5.2.6. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- 5.3. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 5.3.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
- 5.3.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 5.3.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
- 5.3.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
- 5.3.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 5.3.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
- 5.3.7. Provide effective and evidence based family support practices, including but not limited to:
- 5.3.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
- 5.3.7.2. Integrate family support services with other agency services in region;
- 5.3.7.3. Incorporate the family support program within the agency's administrative structure;
- 5.3.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
- 5.3.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;

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4/27/15



Exhibit A –1

- 5.3.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 5.3.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 5.3.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 5.3.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.3.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.3.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.3.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.3.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.3.14. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

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Exhibit A –1

- 6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. Residences Which May Also Provide Day Program Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."
- 7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

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4/27/15



Exhibit A –1

- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-

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4/27/15



Exhibit A –1

term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. Service Coordination

- 9.1. The Contractor agrees to employ 17 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 441 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 8 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000.00 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

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4/27/15



Exhibit A –1

- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set

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4/27/15



Exhibit A –1

forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

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4/27/15

Exhibit A-2 Monadnock Developmental Services

Community Support/Independent Living					
	Chesco	L20	Community Support Service	13	32485
	CK	L33	Community Support Service	6	10229
	CSNH	L25	Community Support Service	5	8245
	MWS	L30	Community Support Service	10	16883
	ON	L36	Community Support Service	1	5967
	PPI	L40	Community Support Service	1	2097
	REG 5	L13	Community Support Service	1	667
	REG 5	L10	Community Support Service	2	4590
	RRI	L50	Community Support Service	4	6690
	SCS-NHNNH	L35	Community Support Service	6	9512
Community Participation Services					
	Chesco	D20	Day	18	54640
	CK	D33	Day	1	1871
	CMRC	D21	Day	1	5099
	CSNH	D25	Day	5	19579
	LYRIS	D26	Day	5	23133
	MWS	D30	Day	18	76048
	ON	D36	Day	3	19792
	PPI	D40	Day	1	1476
	REG 5	D10	Day	4	10656
	REG 5	D03	Day	13	32362
	REG 5	D06	Day	1	2729
	RRI	D50	Day	1	5823
	SCS-NHNNH	D35	Day	24	108878
In Home Supprt Services					
	REG 5	I03	In Home Supports	28	335
Residences Which May Also Provide Day Program Services					
	4WINDS	C29	Day	1	6195
	4WINDS	C29	Residential	1	298
	Chesco	C20	Day	35	156303
	Chesco	C20	Residential	37	10920
	CMRC	C21	Day	10	62268
	CMRC	C21	Residential	10	2845
	CSNH	C25	Day	5	20613
	CSNH	C25	Residential	5	1057

MAP
4/27/15

Exhibit A-2 Monadnock Developmental Services

	Easter Seals	C22	Day	4	21121
	Easter Seals	C22	Residential	4	950
	GBAY	C32	Day	2	5472
	GBAY	C32	Residential	1	313
	MWS	C30	Day	9	42668
	MWS	C30	Residential	10	2450
	Psalm 33	C41	Day	2	11288
	Psalm 33	C41	Residential	2	584
	REG 5	C10	Day	25	128964
	REG 5	C10	Residential	25	6705
	REG 5	C88	Community Support Service	4	7316
	REG 5	C88	Day	6	13657
	REG 5	C88	Residential	4	440
	RRI	C50	Day	7	35384
	RRI	C50	Residential	7	2053
	RZR	C55	Day	1	1919
	RZR	C55	Residential	2	595
	SIDD	C62	Day	1	5247
	SIDD	C62	Residential	1	282
	TOBIAS	C65	Day	1	1848
	TOBIAS	C65	Residential	1	313
Residential Services					
	Chesco	R20	Residential	11	2893
	CMRC	R21	Residential	1	312
	CSNH	R25	Residential	7	2010
	GBAY	R32	Residential	1	201
	LUK	R23	Residential	4	1064
	LV	R16	Residential	2	626
	LYRIS	R26	Residential	4	1020
	MWS	R30	Residential	6	1566
	POLUS	R34	Residential	3	919
	PPI	R40	Residential	3	934
	REG 5	R13	Residential	1	365
	REG 5	R13	Residential	6	1837
	REG 5	R10	Residential	9	2721
	RHF	R60	Residential	1	313
	RRI	R50	Residential	6	1608
	SCS-NHNH	R35	Residential	1	211
	TOBIAS	R65	Residential	1	302

MBA
4/22/15

Exhibit A-2 Monadnock Developmental Services

Services to Persons With Acquired Brain Disorders					
	Chesco	C20	Day	2	12064
	Chesco	C20	Residential	2	410
	Chesco	D20	Day	1	3269
	Chesco	L20	Community Support Service	2	3754
	Chesco	R20	Residential	1	236
	CK	L33	Community Support Service	2	4774
	CMRC	C21	Day	4	12825
	CMRC	C21	Residential	3	878
	CSNH	L25	Community Support Service	1	3120
	CSNH	D25	Day	1	3120
	CSNH	R25	Residential	1	179
	NCIL	L42	Community Support Service	1	2949
	NCIL	D42	Day	2	4277
	REG 5	I13	Consolidated Services	1	12
	REG 5	C10	Day	2	12559
	REG 5	C10	Residential	2	625
	REG 5	D10	Day	1	5502
	REG 5	R10	Residential	2	549
	RHF	C60	Day	5	27935
	RHF	C60	Residential	5	1389
	RHF	R60	Residential	2	556
	RRI	C50	Day	2	10711
	RRI	C50	Residential	2	486
Participant Directed and Managed Services					
	REG 5	I13	Consolidated Services	62	742
	REG 5	L13	Consolidated Services	1	12

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4/29/15



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$125,617.00 – 21% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$38,025.00 – 6% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR, to provide the Family Support Services/Partners in Health service, as specified in Exhibit A-1 Amendment #1.
 - 2.3. \$448,900.00 – 73% General funds.
3. Payment Methodology
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions. These provisions apply to all services provided for in the Agreement with the exception of the Family Support Services/Partners in Health service:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.



Exhibit B Amendment #1

- 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The



Exhibit B Amendment #1

amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
- 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the State.
- 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 3.2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions. These provisions apply exclusively to the Family Support Services/Partners in Health service:
 - 3.2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 3.2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered. The total maximum amount of all monthly bills submitted for the program period specified in Paragraph 2 shall not exceed \$18,025.00 for Family Support (Staff) Services and \$20,000.00 for Flex Funds (paid as spent). These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 3.2.3. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.



Exhibit B Amendment #1

- 3.2.4. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A-1 Amendment #1.
- 3.2.5. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the program period specified in Paragraph 2.
4. Allocation of Funding
- 4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.
- 4.2.1. The provisions of Paragraph 4.2 shall not apply to the Family Support Services/Partners in Health service.
- 4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

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

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



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

[Handwritten Signature]
4/27/15

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

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4/27/15



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The following paragraphs shall be added to the General Provisions of this Agreement:
 - "22.1. **Records and Accounts** Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."
 - "22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.

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4/27/15



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

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

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

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

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

Exhibit G Amendment #1

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G Amendment #1



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

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

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

Contractor Name: Monadnock Developmental Services, Inc.

4/27/15
Date

Michael B. Forrest
Name: Michael B. Forrest
Title: PRESIDENT, BOD

Exhibit G Amendment #1

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

Contractor Initials MBF

Date 4/27/15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



- 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

MP

4/27/15



Exhibit I Amendment #1

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

MSF

4/27/15



Exhibit I Amendment #1

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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4/27/15



Exhibit I Amendment #1

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

WAF

4/27/15



Exhibit I Amendment #1

- 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.

NH DHHS
The State

Lorene Reagan
Signature of Authorized Representative

Lorene Reagan
Name of Authorized Representative

MSRN Bureau Chief
Title of Authorized Representative

5/20/15
Date

MONADNOCK Developmental Soc. Inc.
Name of the Contractor

Michael Forrest
Signature of Authorized Representative

MICHAEL B. FORREST
Name of Authorized Representative

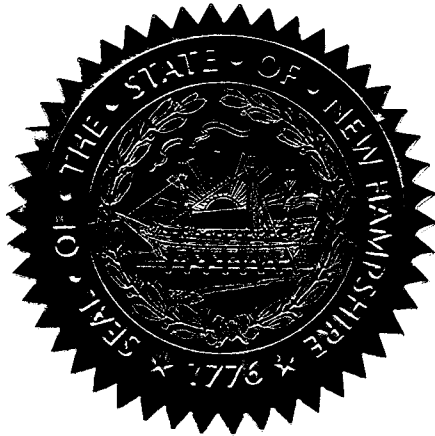
PRESIDENT, BOD
Title of Authorized Representative

4/27/15
Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK DEVELOPMENTAL SERVICES, INC. is a New Hampshire nonprofit corporation formed March 30, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

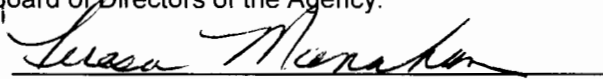
I, **Teresa Manahan**, do hereby certify that:

1. I am a duly elected Officer of Monadnock Developmental Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 27, 2015:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the **27th day of April, 2015**.

4. **Michael Forrest** is the duly elected President of the Board of Directors of the Agency.



Teresa Manahan, Secretary of the Board of Directors

STATE OF New Hampshire

County of Cheshire

The forgoing instrument was acknowledged before me this 27th day of April, 2015.

By Teresa Manahan
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/14/18

JOEL D. FITZPATRICK, Notary Public
My Commission Expires **August 14, 2018**

JOEL D. FITZPATRICK, Notary Public
My Commission Expires **August 14, 2018**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2015

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C. No. Ext): 603-352-2121 FAX (A/C. No.): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED MONADNOCKDEVELO Monadnock Developmental Serv 121 Railroad Street Keene NH 03431	INSURER A : Philadelphia Insurance Company	NAIC # 0
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 2092241269** **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1196105	7/1/2014	7/1/2015	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1196105	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB464615	7/1/2014	7/1/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Professional Liability is also included

CERTIFICATE HOLDER

CANCELLATION

DHHS 105 Pleasant Street Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2015

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		CONTACT NAME: Cheryl Lapointe	
Wieczorek Insurance		PHONE (A/C, No, Ext): (603) 668-3311	FAX (A/C, No): (603) 668-8413
166 Concord St.		E-MAIL ADDRESS: cheryl@wizinsurance.com	
Manchester NH 03104		INSURER(S) AFFORDING COVERAGE	
		INSURER A: QBE Insurance Corp	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Monadnock Developmental Services, Inc.			
121 Railroad Street			
Keene NH 03431			

COVERAGES **CERTIFICATE NUMBER: 15-16 WC** **REVISION NUMBER:**

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

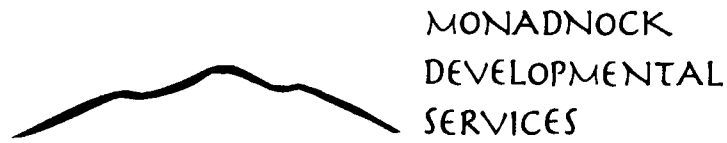
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Cov: State of NH QWC3000656	1/1/2015	1/1/2016	<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

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 Dept. of Health and Human Services Bureau of Developmental Services 105 Pleasant St. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Wieczorek/DMD
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MONADNOCK
DEVELOPMENTAL
SERVICES

MDS Mission Statement

Because we believe...

that everyone, from children to the elderly, has the right to experience a safe, supportive family life, in all its many facets;

that respecting each person's and each family's values is the foundation for building and strengthening people's lives;

that power, authority and responsibility lie with each person for how they will live their life;

The mission of MDS is...

to work toward inclusion, participation and mutual relationships for all people who are at risk of isolation from community. We will promote self-determination and quality of life, develop an environment that encourages creativity, innovation and individuality, and ensure quality of supports.

Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND
SUBSIDIARY**

**FOR THE YEARS ENDED
JUNE 30, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT**

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND
SUBSIDIARY**

CONSOLIDATING FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Consolidating Statement of Financial Position	3
Consolidating Statement of Activities	4
Consolidating Statement of Cash Flows	5
Consolidating Statement of Functional Expenses	6
Notes to Consolidating Financial Statements	7 - 18

SUPPLEMENTARY INFORMATION

Consolidating Schedule of Functional Revenues	19
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To the Board of Directors of
Monadnock Developmental Services, Inc. and Subsidiary
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit organization) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2014, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Developmental Services, Inc. and Subsidiary as of June 30, 2014, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Developmental Services, Inc. and Subsidiary's 2013 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated November 26, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

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

*Leone, McDonnell & Roberts
Professional Association*

October 27, 2014
Wolfeboro, New Hampshire

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

CONSOLIDATING STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2014 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

ASSETS

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2014	Consolidated Totals 2013
Cash and equivalents	\$ 1,838,166	\$ 39,524	\$ -	\$ 1,877,690	\$ 1,602,215
Client funds	74,035	-	-	74,035	72,957
Accounts receivable:					
Medicaid	1,356,688	-	-	1,356,688	1,450,283
Other	147,313	-	-	147,313	124,452
Prepaid expenses	91,602	1,791	-	93,393	100,540
Deposits	15,485	-	-	15,485	15,085
Property and equipment, net of accumulated depreciation	1,839,014	2,948,358	-	4,787,372	4,884,914
Loan reserves	-	70,195	-	70,195	52,998
Assets held for sale	285,180	-	-	285,180	285,180
Investment in insurance captive	42,728	-	-	42,728	36,490
Total	\$ 5,690,211	\$ 3,059,868	\$ -	\$ 8,750,079	\$ 8,625,114

LIABILITIES AND NET ASSETS

LIABILITIES					
Client funds	\$ 74,035	\$ -	\$ -	\$ 74,035	\$ 72,957
Accounts payable	1,096,979	39,297	-	1,136,276	977,523
Accrued salaries and wages and related expenses	627,922	-	-	627,922	511,103
Other accrued expenses	31,390	15,448	-	46,838	100,304
Refundable advances	203,927	-	-	203,927	190,455
Notes payable	882,899	2,898,717	-	3,781,616	3,914,368
Other long term liabilities	10,000	-	-	10,000	20,000
Total liabilities	2,927,152	2,953,462	-	5,880,614	5,786,710
NET ASSETS					
Unrestricted:					
Board designated	151,565	-	-	151,565	189,160
Other unrestricted	2,562,888	106,406	-	2,669,294	2,600,638
Temporarily restricted	48,606	-	-	48,606	48,606
Total net assets	2,763,059	106,406	-	2,869,465	2,838,404
Total	\$ 5,690,211	\$ 3,059,868	\$ -	\$ 8,750,079	\$ 8,625,114

See Notes to Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014

WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2014	Consolidated Totals 2013
CHANGES IN UNRESTRICTED NET ASSETS					
Revenues and Support	\$	\$		\$	\$
Medicaid	24,954,587	-	-	24,954,587	24,757,468
Other program fees	877,875	-	-	877,875	953,994
Residential fees	470,413	-	-	470,413	461,815
Rental income	193,475	374,737	(210,893)	357,319	372,041
Client resources	332,406	-	-	332,406	368,371
State of New Hampshire - DDS	248,420	-	-	248,420	245,228
Grants	146,564	-	-	146,564	215,685
Vocational rehabilitation fees	50,701	-	-	50,701	35,475
Production/service income	49,260	-	-	49,260	115,685
United Way	36,750	-	-	36,750	33,867
Local education	34,922	-	-	34,922	2,050
Contributions and other public support	19,935	-	-	19,935	28,388
Gain on sale of assets	7,941	-	-	7,941	5,474
Investment income	1,291	51	-	1,342	1,026
Other income	51,231	-	-	51,231	37,878
Total revenues and support	<u>27,475,771</u>	<u>374,788</u>	<u>(210,893)</u>	<u>27,639,666</u>	<u>27,634,245</u>
Expenses					
Program services					
Service Coordination	1,765,256	-	(73,813)	1,691,443	1,721,032
Family support	606,635	-	(27,416)	579,219	603,681
Subcontracted area agency program services	14,022,026	-	-	14,022,026	13,479,437
In house area agency program services:					
ISO	5,156,144	-	(48,505)	5,107,639	5,358,875
CMISO	2,122,574	-	-	2,122,574	2,056,146
Other	1,235,801	-	-	1,235,801	1,318,861
Non DDS funded programs:					
MCST	341,348	-	-	341,348	331,226
Other Non DDS funded programs	887,927	-	-	887,927	925,581
Railroad Street Mill, Inc.	-	338,779	-	338,779	338,291
Supporting services					
General management	1,343,008	-	(61,159)	1,281,849	1,501,146
Total expenses	<u>27,480,719</u>	<u>338,779</u>	<u>(210,893)</u>	<u>27,608,605</u>	<u>27,634,276</u>
CHANGES IN NET ASSETS	(4,948)	36,009	-	31,061	(31)
NET ASSETS - BEGINNING OF YEAR	<u>2,768,007</u>	<u>70,397</u>	-	<u>2,838,404</u>	<u>2,838,435</u>
NET ASSETS - END OF YEAR	<u>\$ 2,763,059</u>	<u>\$ 106,406</u>	<u>\$ -</u>	<u>\$ 2,869,465</u>	<u>\$ 2,838,404</u>

See Notes to Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

CONSOLIDATING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2014	Consolidated Totals 2013
CASH FLOWS FROM OPERATING ACTIVITIES					
Changes in net assets	\$ (4,948)	\$ 38,009	\$ -	\$ 31,061	\$ (31)
Adjustments to reconcile increase in unrestricted net assets to net cash from operating activities:					
Depreciation and amortization	189,566	75,914	-	265,480	250,680
Gain on sale of assets	(7,941)	-	-	(7,941)	(5,474)
Imputed interest on long term debt	-	13,169	-	13,169	13,169
Forgiveness of other long term liabilities	(10,000)	-	-	(10,000)	-
Decrease (increase) in assets:					
Accounts receivable - Medicaid	93,595	-	-	93,595	(415,191)
Accounts receivable - Other	(23,762)	901	-	(22,861)	143,543
Prepaid expenses	7,105	42	-	7,147	82,030
Deposits	(400)	-	-	(400)	(1,355)
Investment in insurance captive	(6,238)	-	-	(6,238)	(36,490)
Increase (decrease) in liabilities:					
Accounts payable	162,324	(3,571)	-	158,753	95,233
Accrued salaries, wages and related expenses	116,819	-	-	116,819	65,576
Other accrued expenses	(53,332)	(134)	-	(53,466)	72,280
Refundable advances	13,472	-	-	13,472	(72,784)
NET CASH PROVIDED BY OPERATING ACTIVITIES	476,260	122,330	-	598,590	191,186
CASH FLOWS FROM INVESTING ACTIVITIES					
Additions to property and equipment	(85,532)	(38,965)	-	(124,497)	(108,138)
Increase in loan reserves	-	(17,197)	-	(17,197)	(17,137)
Decrease in advance to related entity	17,594	-	(17,594)	-	-
Decrease in advance from related entity	-	(17,594)	17,594	-	-
Proceeds from the sale of assets	13,000	-	-	13,000	5,474
NET CASH USED IN INVESTING ACTIVITIES	(54,938)	(73,756)	-	(128,694)	(119,801)
CASH FLOWS FROM FINANCING ACTIVITIES					
Proceeds from long term borrowings	184,500	-	-	184,500	-
Repayment of long term debt	(324,401)	(54,520)	-	(378,921)	(188,913)
NET CASH USED IN FINANCING ACTIVITIES	(139,901)	(54,520)	-	(194,421)	(188,913)
NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS	281,421	(5,946)	-	275,475	(117,528)
CASH AND EQUIVALENTS - BEGINNING OF YEAR	1,556,745	45,470	-	1,602,215	1,719,743
CASH AND EQUIVALENTS - END OF YEAR	\$ 1,838,166	\$ 39,524	\$ -	\$ 1,877,690	\$ 1,602,215

See Notes to Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	In House Area Agency CMISO Program	In House Area Agency Other Program	Total DDS Funded	MCSI	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2014 Total	Eliminations	Consolidated Totals 2014	Consolidated Totals 2013
Salaries and wages	\$ 775,473	\$ 965,787	\$ 243,782	\$ -	\$ 2,217,187	\$ 764,864	\$ 257,587	\$ 5,224,680	\$ 162,211	\$ 407,323	\$ -	\$ 589,534	\$ 5,814,194	\$ -	\$ 5,814,194	\$ 5,964,778
Employee benefits	184,208	314,893	34,801	-	556,369	97,878	33,782	1,221,809	47,809	106,881	-	154,470	1,376,379	-	1,376,379	1,591,652
Payroll taxes	65,526	74,560	22,805	-	171,300	53,063	10,877	398,131	15,429	38,033	-	53,462	451,593	-	451,593	494,919
Family provider services	-	-	74,250	-	868,543	655,794	428,655	2,025,242	-	-	-	-	2,025,242	-	2,025,242	1,823,594
Respite care	-	-	188,978	-	45,612	87,528	19,347	321,463	-	-	-	-	321,463	-	321,463	280,235
Client treatment and care	4,045	27,877	5,797	39,972	121,888	18,110	39,077	258,768	625	-	-	825	257,391	-	257,391	275,575
Accounting fees	24,630	-	-	-	-	-	-	24,630	-	-	4,189	4,189	29,019	-	29,019	30,673
Legal fees	28,508	-	-	-	-	-	-	28,508	-	-	-	-	26,508	-	26,508	23,029
Other professional fees	59,585	128,512	365	500	4,066	19,831	232	213,111	1,773	44,449	-	48,222	259,333	-	259,333	367,313
Subcontractors	-	-	-	13,070,707	315,227	275,634	346,589	14,808,157	77,940	-	7,481	85,401	14,893,558	-	14,893,558	14,505,463
Staff development	2,482	7,588	760	-	20,852	8,275	700	38,447	70	3,650	-	3,720	42,167	-	42,167	56,127
Rent	62,387	101,229	-	-	257,069	46,287	19,400	466,372	100	46,432	-	46,532	532,904	(210,893)	322,011	317,128
Mortgage payments	-	-	-	1,153	19,884	1,342	878	22,179	-	-	-	878	23,057	-	23,057	33,179
Utilities	4,905	7,884	380	-	85,720	2,635	5,823	107,147	-	48,073	71,011	120,084	227,231	-	227,231	209,055
Repairs and maintenance	-	-	-	-	3,470	980	-	4,450	-	-	-	-	7,260	-	7,260	44,010
Property taxes	-	-	-	-	19,897	929	-	20,826	-	36,737	13,892	50,629	55,079	-	55,079	100,932
Other occupancy costs	-	-	-	-	11,398	270	909	12,575	-	1,000	26,563	27,563	48,209	-	48,209	55,622
Home modifications	-	-	-	-	-	-	28,742	28,742	-	7,825	-	7,825	20,200	-	20,200	24,991
Office supplies	11,263	14,474	944	-	8,638	1,231	-	36,760	2,272	4,988	-	7,260	44,010	-	44,010	47,879
Building supplies	5,999	2,271	4,328	-	12,791	2,499	395	28,281	-	10,975	-	10,975	39,256	-	39,256	38,317
Client consumables	-	-	7,731	-	72,997	19,228	5,463	105,419	-	4,055	-	4,055	109,474	-	109,474	132,387
Production supplies	-	-	-	-	78	-	15,321	15,399	-	49	-	49	15,448	-	15,448	16,681
Medical supplies	-	-	180	-	5,443	4,017	1,300	10,920	-	331	-	331	11,251	-	11,251	14,621
Computer supplies	2,175	4,061	480	-	480	1,848	-	7,188	559	1,695	-	2,254	9,450	-	9,450	20,896
Equipment rental	5,029	5,287	-	-	4,556	1,848	-	16,720	-	-	-	-	16,720	-	16,720	15,594
Equipment maintenance	12,388	3,409	-	-	1,698	-	-	17,493	-	-	-	-	17,493	-	17,493	16,744
Depreciation expense	9,343	12,177	4,185	98,653	35,568	14,842	8,525	181,093	-	8,473	75,914	84,387	285,480	-	285,480	250,680
Advertising	(8,576)	2,242	-	-	16,035	3,858	850	14,209	1,789	203	-	1,992	16,201	-	16,201	10,503
Printing	25	1,929	2,254	-	2,296	996	25	7,525	154	2,417	-	2,571	10,096	-	10,096	11,827
Telephone	8,879	16,127	1,548	-	39,030	8,194	1,339	73,115	60	4,808	-	4,868	77,983	-	77,983	71,932
Postage	2,954	8,269	-	-	6,898	272	84	18,477	25	1,289	-	1,314	19,791	-	19,791	21,004
Transportation	6,758	38,730	12,505	42	198,108	52,568	13,151	319,882	10,155	48,828	-	58,963	378,845	-	378,845	368,766
Assistance to individuals	-	11,214	-	-	2,823	-	-	14,037	-	-	-	-	14,037	-	14,037	21,714
Insurance	15,378	16,211	-	12,989	24,072	1,211	1,848	71,719	-	18,464	21,457	39,921	111,640	-	111,640	110,210
Interest expense	34	-	-	-	5,343	-	-	5,377	-	35,628	118,272	153,898	159,275	-	159,275	168,587
Other expenses	61,454	535	586	-	3,170	2,792	-	68,537	577	3,885	-	4,242	72,779	-	72,779	77,751
Total functional expenses	\$ 1,343,008	\$ 1,755,256	\$ 606,635	\$ 14,022,026	\$ 5,156,144	\$ 2,122,574	\$ 1,235,801	\$ 26,251,444	\$ 341,348	\$ 887,927	\$ 338,779	\$ 1,568,054	\$ 27,819,498	\$ (210,893)	\$ 27,608,605	\$ 27,634,276

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**NOTES TO CONSOLIDATING FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Monadnock Developmental Services, Inc. (MDS) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to facilitate the integration of individuals with developmental disabilities within their communities in ways to maximize opportunities for living, working, socializing, learning new skills and maintaining existing ones, participating in community activities of choice which promote independence, dignity and respect and which assist individuals to assume valued roles within their communities. The Organization serves the developmentally disabled of Cheshire County and the surrounding communities.

Railroad Street Mill, Inc. (Railroad) was incorporated under the laws of the State of New Hampshire on March 25, 2010 for the purpose of holding title to personal and real property and collect all income earned from said property for the exclusive benefit of Monadnock Developmental Services, Inc.

Principles of Consolidation

The consolidating financial statements include the accounts of Monadnock Developmental Services, Inc. and Railroad Street Mill, Inc. Railroad Street Mill, Inc. is consolidated since Monadnock Developmental Services, Inc. has both an economic interest in Railroad Street Mill, Inc. and control of the Railroad Street Mill, Inc. through a majority voting interest in its governing board. All material intra-entity transactions have been eliminated.

Basis of Accounting

The financial statements of Monadnock Developmental Services, Inc. and subsidiary have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to product income for general or specific purposes.

As of June 30, 2014 and 2013, the Organization had unrestricted and temporarily restricted net assets.

Accounting Estimates

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2013, from which the summarized information was derived.

Property and Depreciation

The Organization follows the policy of charging to expense, annual amounts of depreciation, which allocates the cost of the property, plant and equipment over their estimated useful lives. Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 39 years
Vehicles	5 years
Furniture and equipment	5 - 7 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized.

Property, plant and equipment consisted of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Land, buildings and improvements	\$ 5,842,166	\$ 5,783,858
Vehicles	682,547	769,595
Equipment	489,893	501,893
Furniture	<u>147,583</u>	<u>147,583</u>
	7,162,189	7,202,929
Less accumulated depreciation	<u>(2,374,817)</u>	<u>(2,318,015)</u>
Property net	<u>\$ 4,787,372</u>	<u>\$ 4,884,914</u>

Depreciation expense for the years ended June 30, 2014 and 2013 was \$265,480 and \$250,680, respectively.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

Monadnock Developmental Services, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Railroad Street Mill, Inc. is exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Management has evaluated the Organizations' tax positions and concluded that the Organizations' have maintained their tax-exempt status and do not have any uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Organizations' are no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2010.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Advertising

The Organization expenses advertising costs as incurred.

Functional Allocation of Expenses

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

Fair Value of Financial Instruments

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

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

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

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

At June 30, 2014 and 2013, all cash and cash equivalents were classified as Level 1 and were based on fair value. Valuation was derived on the open market.

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

Subsequent Events

Events occurring after the financial statement date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through October 27, 2014, the date when the financial statements were available to be issued.

2. CONCENTRATION OF CREDIT RISK

The Organization maintains several of their cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 as of June 30, 2014 and 2010. At June 30, 2014 and 2013, the uninsured balances aggregated \$1,878,237 and \$1,955,035, respectively.

3. **INVESTMENT IN INSURANCE CAPTIVE**

During May of 2013, the Organization entered into a captive insurance program sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive known as Roundstone Mid Market Med Group Captive. The Organization and other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The Organizations' participant investment into the captive insurance program amounted to \$42,728 and \$36,490, respectively at June 30, 2014 and 2013.

4. **DEMAND NOTE PAYABLE**

For the years ended June 30, 2014 and 2013, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2014 and 2013 was \$1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2014 and 2013, there were no amounts outstanding on this line of credit. The demand note payable is secured by all business assets of the Organization.

5. **OTHER LONG TERM LIABILITIES**

In connection with the change in accounting treatment of First Course, the Organization had assumed responsibility for the repayment of \$30,000 to the original stakeholders in First Course. Under the terms of the original agreement, payments on the liability were set to begin on July 1, 2008. Due to the financial burden of First Course, no payments were made as of July 1, 2008, and at this point, it is undeterminable as to when these payments will begin. During the year ended June 30, 2014, one of the stakeholders in First Course forgave the \$10,000 investment that they had made.

6. **LONG TERM DEBT**

The long term debt of the Organization consisted of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
<u>MONADNOCK DEVELOPMENTAL SERVICES, INC.</u>		
Mortgage note payable to a bank in monthly installments for principal and interest of \$460 through November of 2017. Interest is stated at the three year United States Treasury Yield plus 3%, adjustable every three years. This resulted in an interest rate of 3.88% and 4.01% at June 30, 2014 and 2013, respectively. The note is collateralized by real estate owned by the Corporation.	\$ 17,240	\$ 21,987
Mortgage note payable to a bank in monthly installments for principal and interest of \$1,502 through February of 2016. Interest is fixed for five years and then stated at the Wall Street Prime Rate plus .75%, adjustable yearly. This resulted in an interest rate of 4.00% at June 30, 2014 and 2013. The note is collateralized by real estate owned by the Organization.	28,992	45,493

Mortgage note payable to a bank in monthly installments for principal and interest of \$748 through July of 2033, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated the five year Wall Street Prime Rate plus .50%. This resulted in an interest rate of 3.50% at June 30, 2014. The note is collateralized by real estate owned by the Organization.	125,380	-
Mortgage note payable to a bank in monthly installments for principal and interest of \$949 through June of 2013 at which time all interest and principal was due. Interest was fixed for five years at 6.30%. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2014.	-	128,167
5% note payable to a Corporation in monthly installments for principal and interest of \$995 through October of 2028. The note is collateralized by real estate owned by the Organization.	121,531	127,075
Mortgage note payable to a bank in monthly installments for principal and interest of \$380 through January of 2014, at which time all principal and interest is due and payable. Interest was fixed for five years at 5.89%. The note was collateralized by real estate owned by the Organization, and was repaid in full during the year ended June 30, 2014.	-	53,937
4.75% mortgage note payable to a bank in monthly installments for principal and interest of \$432 through January of 2029, at which time all principal and interest is due and payable. The note is collateralized by real estate owned by the Organization	53,810	-
Mortgage note payable to a bank in monthly installments for principal and interest of \$5,105 through July of 2016, at which time all principal and interest is due and payable. Interest is fixed for three years and then stated at the Wall Street Prime Rate plus 1.00%, adjustable yearly. This resulted in an interest rate of 4.00% and 4.61% at June 30, 2014 and 2013, respectively. The note is collateralized by real estate owned by the Organization.	122,063	177,189
Mortgage note payable to a bank in monthly installments for principal and interest of \$810 through		

February of 2015, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated at the Wall Street Prime Rate plus .75%, adjustable yearly. This resulted in an interest rate of 5.57% at June 30, 2014 and 2013. The note is collateralized by real estate owned by the Organization.	24,038	32,182
Mortgage note payable to a bank in monthly installments for principal and interest of \$1,200 through February of 2015, at which time all principal and interest is due and payable. Interest is fixed for five years at 5.57%. The note is collateralized by real estate owned by the Organization	170,070	174,751
Mortgage note payable to a bank in monthly installments for principal and interest of \$988 through November of 2025, at which time all principal and interest is due and payable. Interest is fixed for three years at 4.99%. The note is collateralized by real estate owned by the Organization.	103,557	110,067
Mortgage note payable to a bank in monthly installments for principal and interest of \$871 through June of 2016, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated at the Five Year Federal Loan Home Bank Classic Rate plus 2.35%, adjustable every five years. This resulted in an interest rate of 4.56% at June 30, 2014 and 2013. The note is collateralized by real estate owned by the Organization.	15,832	25,312
6.00% retail installment contract payable to a bank in monthly installments for principal and interest of \$753 through October of 2013. The note was collateralized by a Company vehicle, and was repaid in full during the year ended June 30, 2014.	-	3,020
4.73% retail installment contract payable to a bank in monthly installments for principal and interest of \$404 through December of 2013. The note was collateralized by a Company vehicle, and was repaid in full during the year ended June 30, 2014.	-	2,386
4.50% retail installment contract payable to a bank in monthly installments for principal and interest of \$556 through August of 2016. The note is collateralized by a Company vehicle.	13,751	19,663

4.25% retail contract payable to a bank in monthly installments for principal and interest of \$1,101 through May of 2018. The note is collateralized by Company vehicles.

46,640 -

1.00% retail installment contract payable to the New Hampshire Health and Education Authority in monthly installments for principal and interest of \$970 through February of 2018. The note is collateralized by Company vehicles.

39,995 53,071

RAILROAD STREET MILL, INC.

4% mortgage note payable to Rural Development in monthly installments for principal and interest of \$13,313 through July of 2040. The note is collateralized by real estate owned by the Organization.

2,576,637 2,631,157

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.

191,235 183,416

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized real estate owned by the Organization.

130,845 125,495

\$ 3,781,616 \$ 3,914,368

The scheduled maturities of long term debt as of June 30, 2014 were as follows:

Year Ended <u>June 30</u>	<u>Amount</u>
2015	\$ 395,718
2016	192,112
2017	114,624
2018	106,702
2019	91,615
Thereafter	<u>2,880,845</u>
	<u>\$ 3,781,616</u>

7. BOARD DESIGNATED FUNDS

As of June 30, 2014 and 2013, the Board of Directors has designated funds to be used for the following:

	<u>2014</u>	<u>2013</u>
Development costs	\$ 101,565	\$ 139,160
Client crisis	<u>50,000</u>	<u>50,000</u>
	<u>\$ 151,565</u>	<u>\$ 189,160</u>

8. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. The plan permits eligible employee deferrals of up to 5% of compensation. These deferrals may be matched by the Organization at their discretion. In addition, the plan allows eligible employees to make an additional voluntary contribution of up to 15% of compensation; these additional deferrals are not subject to any Organization match. All full-time employees are eligible to participate after one year of employment and the attaining of age 18. The Organization's contribution to the retirement plan for the years ended June 30, 2014 and 2013 was \$96,425 and \$100,625, respectively.

9. ECONOMIC DEPENDENCY

The Organization's services are performed mostly within Cheshire County, New Hampshire. For the years ended June 30, 2014 and 2013 approximately 91% and 90% of the total support and revenue was derived from Medicaid. The future level of services provided by the Organization is dependent upon the funding policies of Medicaid or securing additional sources of income.

Medicaid receivables comprise approximately 85% and 81% of the total accounts receivable balances at June 30, 2014 and 2013, respectively. The Organization has no policy for charging interest on past due accounts, not are its accounts receivable pledged as collateral, except as discussed in Note 3.

In order for the Organization to receive this Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Developmental Services as the provider of services for developmentally disabled individuals for its region. The designation is received by the Organization on a quadrennial basis. The current designation expires in September of 2015. Annually, the Organization engages in a contract with the State of New Hampshire to perform these services for the coming year.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities for their programs. The terms of these leases range from one to ten years. The Organization also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$532,904 and \$528,021 for the years ended June 30, 2014 and June 30, 2013, respectively.

During June of 2010, Railroad Street Mill, Inc. purchased property in Keene, New Hampshire where Monadnock Developmental Services, Inc. maintains its main offices. Rent charged to Monadnock Developmental Services, Inc. for the years ended June 30, 2014 and 2013 was \$210,893.

The approximate future minimum lease payments on the above leases as of June 30, 2014 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2015	\$ 76,671
2016	18,750
2017	19,200
2018	19,200
2019	19,200
Thereafter	<u>128,400</u>
	<u>\$ 281,421</u>

11. RENTAL INCOME

For the year ended June 30, 2013 The Organization leased commercial space to tenants under various non-cancelable operating lease agreements, the initial terms of which vary in length from between one and three years. The leases provided for annual rental increases based upon the Consumer Price Index with certain operating expense escalation charges. At June 30, 2014 all leases had expired and tenants were considered at will. As a result, there are not future minimum rents to be received.

12. CONTINGENCIES

Grant Compliance

The Organization receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined by government audits or assessed as of June 30, 2014.

13. CLIENT FUNDS

The Organization administers funds for certain consumers. As of June 30, 2014 and 2013, client funds held by the Organization were as follows:

	<u>2014</u>	<u>2013</u>
Client funds administered by the Organization	\$ <u>74,035</u>	\$ <u>72,957</u>

There is an offsetting liability titled "Client funds" for the same amount in each respective year.

14. FLEXIBLE BENEFITS PLAN

The Organization maintains a flexible benefits plan for its employees. Substantially all full time employees are eligible to participate. There is no contribution required from the Organization to this plan other than administrative costs.

15. SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Non-cash investing and financing transactions:

	<u>2014</u>	<u>2013</u>
Purchase of property and equipment	\$ 134,032	\$ 189,297
Amount financed and allowances	<u>(48,500)</u>	<u>(81,159)</u>
Cash paid for property	<u>\$ 85,532</u>	<u>\$ 108,138</u>
Cash paid for interest	<u>\$ 159,275</u>	<u>\$ 168,587</u>

16. RESTRICTIONS ON NET ASSETS

The temporarily restricted net assets consist of contributions received by the Organization that have not been used in satisfaction for the specified purpose of the donors as of June 30, 2014 and 2013.

17. DISCONTINUED OPERATIONS AND IMPAIRMENT LOSS

During the year ended June 30, 2011, it was determined that the First Course culinary program operated by the Organization was not economically feasible to continue, and the program ceased operation and is reported as a discontinued operation in these financial statements. Operating losses from the operation of the program amounted to \$43,935 for the year ended June 30, 2012 and \$263,040 for the year ended June 30, 2011. While revenues from the program amounted to \$3,785 for the year ended June 30, 2012 and \$514,432 for the year ended June 30, 2011. It is management's plan to sell the remaining assets of the program.

In connection with the closing of the program, it was determined that the book value of the assets remaining in the program exceeded their fair value. Management has adjusted the fair value of the assets to the sum of the undiscounted cash flows expected to result from the eventual disposition. This adjustment resulted in an impairment loss of \$236,508 for the year ended June 30, 2011. In addition, since the assets are being held for sale they were reclassified from property, plant and equipment to assets held for sale.

18. **RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

CONSOLIDATING SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	In House Area Agency CM/ISO Program	In House Area Agency Other Program	Total DDS Funded	MCSI	Other Non DDS Funded	Railroad Street Mill./Inc.	Total Non DDS Funded	Total 2014	Eliminations	Consolidated Totals 2014	Consolidated Totals 2013
Medicaid																
State of New Hampshire - DDS		139,680	52,448	(18,936)	276,077	83,613	75,227	248,420	-	-	-	-	248,420	-	248,420	245,228
Residential fees				80,041	470,413	30,682	470,413	470,413	-	-	-	-	470,413	-	470,413	461,815
Other program fees		41,087	(31,480)	-	446,149	1,102	147,748	604,604	108,390	163,891	-	273,271	877,875	-	877,875	953,994
Grants		1,108	64,658	-	65,766	-	48,847	65,766	31,951	48,847	-	80,798	146,584	-	146,584	215,885
Rental income					4,400	2,400	4,400	11,200	-	182,275	374,737	557,012	568,212	(210,883)	357,319	372,041
Local education									34,922	-	-	34,922	34,922	-	34,922	2,050
Vocational																
rehabilitation fees									50,701	-	-	50,701	50,701	-	50,701	35,475
Client resources	38,894	4,896	711	118,626	118,983	23,292	374	305,776	-	26,630	-	26,630	332,406	-	332,406	366,371
Production/service income						4,888	44,380	48,048	-	212	-	212	49,260	-	49,260	115,685
Contributions and other																
public support	18,295					1,000		19,295		640		640	19,935		19,935	28,388
United Way			36,750					36,750					36,750		36,750	33,867
Investment income	1,291							1,291			51	51	1,342		1,342	1,026
Other income	28,969				4,243			34,173		1,100		17,058	51,231		51,231	37,678
Gain on sale of assets	7,941							7,941					7,941		7,941	5,474
Total functional revenues	\$ 95,390	\$ 1,673,655	\$ 611,686	\$ 14,958,580	\$ 5,580,283	\$ 2,379,063	\$ 1,402,852	\$ 26,709,474	\$ 310,403	\$ 447,894	\$ 374,788	\$ 1,141,085	\$ 27,860,559	\$ (210,883)	\$ 27,649,676	\$ 27,634,245

MONADNOCK DEVELOPMENTAL SERVICES INC.
Board Members
FY'2015

Updated April 15, 2015

ADAMS, Nancy Hancock, NH 03449	11/2016
COHEN, Jennifer Keene, NH 03431	11/2017
CRAIGLOW, Jim, Immediate Past President Keene, NH 03431	11/2016
FORREST, Michael, President Keene, NH 03431	11/2017
HAYES, Don, Vice President Keene, NH 03431	11/2016
KENNEY, Elizabeth Peterborough, NH 03458	11/2015
MANAHAN, Terry, Secretary Harrisville, NH 03450	11/2015
PROVOST, Beth Keene, NH 03431	11/2015
*REMILLARD, Adele Member & Council/Board Liaison Jaffrey, NH 03452	11/2015
SCHOFIELD, James, Keene NH 03431	11/2015
*SELIGMAN, Sand, Keene, NH 03431	11/2016
*TORELLI, Manfredo Marlborough NH 03455	11/2015
*VILES, Shelley L., Treasurer Keene, NH 03431	11/2017
*Consume/Consumer Parent/Sibling Guardian	

Alan Greene

Current Employment

Monadnock Developmental Services, Inc.

Keene, NH

Executive Director

Responsible for policy, planning, administering and monitoring services for all citizens with a developmental disability in New Hampshire's Region V.

Education

Temple University

Philadelphia, PA

Master's level Special Education certification

Ph.D. program in Educational Psychology (ABD)

Drew University

Madison, NJ

Bachelor of Arts in Psychology

Mary-Anne Wisell

Education

Keene State College

Bachelor of Science May 1990

Elementary Education

Work Experience

Director of Operations Monadnock Developmental Services, Keene, NH 2006- Present

- Supervise Service Coordination Supervisors, Nurse Trainers, Intake, START Coordinators and Human Resources
- Working with department heads and senior management to get the best performance from staff
- Create and oversee systems to monitor quality assurance in regional services
- Assist with crisis intervention, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development
- Facilitate Strategic Planning
- Participate in statewide and community
- Assist with special projects and assignments when needed

Adult Service Coordination Supervisor Monadnock Developmental Services, Keene, NH 2004- 2006

- Supervise 13 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed
- Coordinate caseload of 5-8 individuals; facilitate team meetings and individual needs

Adult Service Coordinator Monadnock Developmental Services, Keene, NH 2002-2004

- Facilitate team meetings and program development to work towards individuals' goals and dreams
- Write annual Individual Service Agreement, monthly contact notes and funding requests
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion
- Maintain contact with individuals, families, guardians and vendor agencies

Committee Membership

- MDS Human Rights Committee
- MDS Budget Committee
- Monadnock Region Council for Healthier Community
- Regional NH Care Path Committee
- MDS Risk Management Committee
- Statewide Risk Management Committee
- CSNI Quality Improvement Committee
- Bureau Of Developmental Services Medication Committee

Joel D. Fitzpatrick

Director of Finance

Experience

Monadnock Developmental Services, Keene, NH

2009 to Present

Director of Finance

Responsible for all financial operations of a \$27 million not-for-profit health & human services agency. The agency provides support services to individuals with an array of developmental disabilities and is primarily funded by Medicaid through the State of New Hampshire Bureau of Developmental Disabilities. Primary roles include:

- Supervision of a 7 person business office and all associated functions.
- Budget responsibilities include working with staff, management and liaisons within State government to develop and approve individual program budgets and maintain those accurately within the agency master budget. Annual budget submissions are required to the State of NH.
- Contracts administration with all provider agencies and most major outside vendors including the State of New Hampshire.
- Financial risk management activities include overall budget oversight and trend analysis as well as administration over banking, insurance and property management functions.
- Financial reporting requirements include interface with staff, management and board of directors.
- Roles in management team and Budget Committee allow for input around strategic planning and overall agency direction.
- With MDS accounting department since 2006 as controller; cross trained in all business functions.

Education

University of Massachusetts, Amherst, MA

ALISON V. SCALIA

Education

Springfield College, Springfield, MA

Bachelor of Science May 2004

Sports Biology Major

Work Experience

Adult Service Coordination Supervisor Monadnock Developmental Services, Keene, NH 2010- Present

- Supervise 10 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving.
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals.
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed.
- Coordinate caseload of 10 individuals; facilitate team meetings and individual needs.

Adult Service Coordinator Monadnock Developmental Services, Keene, NH January 2008-May 2010

- Facilitate team meetings and program development to work towards individuals' goals and dreams.
- Write annual Service Plans, monthly notes and narratives for funding.
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion.
- Maintain contact with individuals, families, guardians and vendor agencies.
- Assist with special projects and assignments when needed.
- Co-coordination REACT program, active member of Safety Committee and Dance Committee.

High School Program Manager Best Buddies Connecticut, New Haven, CT July 2005-July 2007

- Coordinated trainings for over 100 student leaders focusing on intellectual disabilities.
- Recruited, motivated, encouraged and trained committed volunteers to assist in running local chapters and increase personal commitment.
- Organized and led leadership development training for students with intellectual disabilities.
- Oversaw all day-to-day operations of 18 chapters within the region totaling 600 participants.
- Assisted State Director to maintain funding for half million dollar budget.
- Honored as National Employee of the Month for January 2007.

Direct Support Professional Monadnock Developmental Services, Keene, NH November 2004- July 2005

- Coordinated and aided in daily living skills, socialization, and leisure activities for individuals with disabilities and intellectual disabilities in the community.
- Administered medication.

References available upon request.

Robert Rodrigue

Adult Service Coordination Supervisor

Bachelor of Science in Management from Keene State College (2009)

Joined Monadnock Developmental Services in 2009.

The Adult Service Coordination Supervisor is responsible for supervising the Adult Service Coordinators and coordinating their activities; responsible for a caseload of approximately 3-5 persons.

Duties/Responsibilities:

Serves as the team co-leader for Adult Service Coordinators, including assignment of caseloads and coordination of services.

Work collaboratively with both ASC and CSC supervisors and MDS management.

Promotes self determination and the mission of MDS.

Provides support to Adult Service Coordinators as needed on a rotating 24-hour basis for back up.

Provides supervision to Adult Service Coordinators to assure that services and intervention strategies are appropriate and in the best interest of those served.

Identifies training needs for Adult Service Coordinators and works to secure appropriate training, as well as providing training as needed.

Responsible for program development as it relates to individuals served.

Tracks, identifies and manages Adult Service Coordination ISS accounts and use of A to I accounts, home modification funds and specialty services.

Attends & participates in management team, wait list meetings, medication committee, budget committee, Family Support Council and all other assigned committees/meetings within MDS and in the community.

Periodically meets with guardians, provider agencies, community organizations, families and individuals served to ensure quality services are provided.

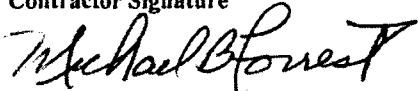
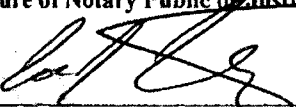
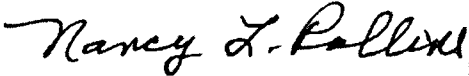
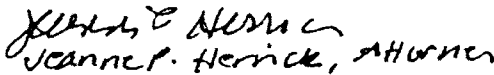
Works with community organizations to expand resources and opportunities available to those served by MDS.

Attends monthly statewide Service Coordination Supervisors meeting.

Subject: to provide Developmental and Acquired Brain Disorder Services

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

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name Monadnock Developmental Services, Inc.		1.4 Contractor Address 121 Railroad Street Keene, New Hampshire 03431	
1.5 Contractor Phone Number (603) 352-1304	1.6 Account Number 05-95-93-930010-7013-102-500731, 7852-102-500731, 7858-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$501,269
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MICHAEL B. FORREST PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>5/15/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		JOEL D. FITZPATRICK, Notary Public My Commission Expires August 13, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace Joel Fitzpatrick notary public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: community support/independent living services, day services, family-centered early supports and services, family support services, family support partners-in-health services, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders, and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Resident Review (PASRR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASRR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: *not*

Date: 5/15/13

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid wavier prior approvals) before providing services or submitting claims/requests for payments.

Contractor Initials: WOF

Date: 5/15/13

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

3. FAMILY SUPPORT SERVICES / PARTNERS IN HEALTH PROGRAM:

The Family Support Services / Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions:

- 1 The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations;
- 5 and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.
- 6 In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 6.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 6.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 6.3 The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 7 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 8 The Contractor provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical

Contractor Initials: MSA

Date: 5/15/13

Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 2.7. Provide effective and evidence based family support practices.
 - Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - Integrate family support services with other agency services in region;
 - Incorporate the family support program within the agency's administrative structure;
 - Support a full time (35 hours or more per week) Family Support Coordinator;
 - Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - Promote community/regional participation in designing services and providing resources for families and children; and,
 - Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
 - 2.8. Provide educational opportunities to families, and training and support activities to Family Councils.

Contractor Initials: MSR

Date: 5/15/13

- 2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.14. Completion of year-end summary of fiscal activities.

Contractor Initials: MSF
Date: 5/5/13

2. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below.

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Monadnock Developmental Services, Inc. 121 Railroad Street Keene, New Hampshire 03431	10	15,861	L10, L13, C87
CHESCO, Inc. P. O. Box 561 Keene New Hampshire 03431	9	23,842	L20
Community Strategies for New Hampshire 32 Washington Street Keene, New Hampshire 03431	7	17,067	L25
Monadnock Worksource P. O. Box 28 Peterborough, New Hampshire 03458	8	16,558	L30
Southwestern Community Services/New Hope-New Horizons, Inc. PO Box 603 Keene, New Hampshire 03431	7	11,472	L35
Perfect Peace, Inc. P. O. Box 637 Jaffrey, New Hampshire 03452	1	2,097	L40

State Fiscal Years 2014 and 2015

Contractor Initials: *MST*
Date: 5/15/13

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Comfort Keepers 73A Court Street Keene, New Hampshire 03431	1	1,570	L33
Residential Resources, Inc. 2 Arrowcrest Drive Swanzey, New Hampshire 03446	6	12,222	L50
TOTALS	42	100,689	

2.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

2.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

2.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

2.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

2.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 2.1. of Exhibit A in the Scope of Services Section

State Fiscal Years 2014 and 2015

Contractor Initials: *WCF*
Date: 5/12/15

contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

2.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

2.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

3. DAY SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516 - "Adult Day and Work Activities," He-M 507 - "Day Habilitation," and/or He-M 518 - "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Monadnock Developmental Services, Inc. 121 Railroad Street Keene, New Hampshire 03431	14	33,605	D06, D10, D13
CHESCO, Inc. P. O. Box 561 Keene New Hampshire 03431	16	58,625	D20
Community Strategies for New Hampshire 32 Washington Street Keene, New Hampshire 03431	2	7,582	D25
Lyris/Plowshare Box 404 Greenfield, New Hampshire 03047	3	20,357	D26
Monadnock Worksource P. O. Box 28 Peterborough, New Hampshire 03458	19	85,468	D30
Southwestern Community Services/New Hope - New Horizons, Inc. P. O. Box 603 Keene, New Hampshire 03431	22	108,160	D35

State Fiscal Years 2014 and 2015

Contractor Initials: *MBF*
Date: *5/15/13*

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
ON	1	4,289	D36
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047	2	11,137	D21
Perfect Peace, Inc. P. O. Box 637 Jaffrey, New Hampshire 03452	1	1,476	D40
Residential Resources, Inc. 2 Arrowcrest Drive Swanzy, New Hampshire 03446	1	5,823	D50
TOTALS	81	336,522	

3.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: *MBF*

Date: *5/15/13*

4. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early intervention supports will be provided in accordance with the service description(s) cited below and in compliance with He-M 510 - "Family-Centered Early Supports and Services."

<u>NAME AND ADDRESS OF AGENCY</u>	<u>TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS</u>	<u>COST CENTER CODE</u>
Easter Seal Society of New Hampshire, Inc. 12 Kingsbury Street Keene, New Hampshire 03431	103	E22
Rise Early Intervention and Prevention Services 147 Washington Street Keene, New Hampshire 03431	<u>225</u>	E45
TOTALS	<u>328</u>	

4.2. The Contractor agrees that should the number of children served in any family-centered early intervention program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: MS
Date: 5/15/13

5. FAMILY SUPPORT SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below, with He-M 519 - "Family Support Services" and He-M 513 - "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>FAMILIES PROVIDED WITH RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH NON-RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS</u>	<u>RESPITE UNITS</u>	<u>COST CENTER CODE</u>
Monadnock Developmental Services, Inc. 121 Railroad Street Keene, New Hampshire 03431	400	0	283	117	79,250	F03 F22

5.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: *MBF*
Date: *5/15/13*

6. FAMILY SUPPORT SERVICES: PARTNERS IN HEALTH

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services to families with children with chronic health conditions in accordance with the service description(s) cited below and with He-M 523.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>TOTAL CONTACTS</u>	<u>COST CENTER CODE</u>
Monadnock Developmental Services, Inc. 121 Railroad Street Keene, New Hampshire 03431	103	315	F13

6.2. The Contractor hereby agrees that should the aggregate number of children served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: MBF

Date: 5/15/13

7. IN-HOME SUPPORT SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513 - "Respite", He-M 517 - "Environmental Modifications", and/or He-M 503 and 510 -- "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Monadnock Developmental Services, Inc. 121 Railroad Street Keene, New Hampshire 03431	27	320	I03

7.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

7.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

7.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

7.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

8. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Monadnock Developmental Services, Inc. 121 Railroad Street Keene, New Hampshire 03431	Day 38 Res 40	Day 180,271 Res 10,090	C10, C13, C87, C88
CAL Enterprises 76 Old Walpole Road Keene, New Hampshire 03431	Day 1 Res 1	Day 6,122 Res 266	C15
CHESCO, Inc. P. O. Box 561 Keene, New Hampshire 03431	Day 30 Res 32	Day 146,586 Res 9,433	C20
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047	Day 8 Res 8	Day 50,102 Res 2,335	C21
Maple Hill Community Colburn Road Temple, New Hampshire 03084	Day 2 Res 2	Day 13,769 Res 613	C24
Community Strategies for New Hampshire 266 Main Street Keene, New Hampshire 03431	Day 3 Res 3	Day 11,594 Res 644	C25

State Fiscal Years 2014 and 2015

Contractor Initials: *MB*
Date: *5/15/13*

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
POLUS 134 High Street Clinton, Massachusetts 01510	Day 1	Res 1	Day 2,760	Res 130	C34
Easter Seal Society of New Hampshire, Inc. 12 Kingsbury Street Keene, New Hampshire 03431	Day 3	Res 3	Day 15,616	Res 967	C22
Monadnock Worksource P. O. Box 28 Peterborough, New Hampshire 03458	Day 6	Res 8	Day 30,929	Res 2,189	C30
Granite Bay Connections, Inc. 41 South Main Street Concord, New Hampshire 03301	Day 1	Res 1	Day 4,303	Res 235	C32
Psalm 33 RR 1 Box 728, Knottwood Drive Greenfield, New Hampshire 03047	Day 2	Res 2	Day 14,528	Res 584	C41
Residential Resources, Inc. 2 Arrowcrest Drive Swansey, New Hampshire 03446	Day 8	Res 8	Day 39,903	Res 2,276	C50

State Fiscal Years 2014 and 2015

Contractor Initials: WBF
Date: 5/15/13

NAME/ADDRESS OF AGENCY

RZR of New Hampshire
PO Box 717
Troy, New Hampshire 03465

Tobias Community
75 Birch Hill Road
Temple, New Hampshire 03084

	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
Day	1		Day	8,320	C55
Res	2		Res	496	
Day	1		Day	1,848	C65
Res	1		Res	313	
TOTALS					
Day	105		Day	526,651	
Res	112		Res	30,571	

8.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

State Fiscal Years 2014 and 2015

Contractor Initials: *WCF*

Date: *5/15/17*

8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: *MBF*

Date: *5/15/13*

9. RESIDENTIAL SERVICES

9.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Monadnock Developmental Services, Inc. 121 Railroad Street Keene, New Hampshire 03431	20	5,937	R10, R13
CHESCO, Inc. P. O. Box 561 Keene New Hampshire 03431	12	2,937	R20
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047	1	312	R21
Lukas Community Memorial Drive, PO Box 137 Temple, New Hampshire 03084	4	1,145	R23
Community Strategies for New Hampshire 32 Washington Street Keene, New Hampshire 03431	8	2,203	R25
Lyris/Plowshare Box 404 Greenfield, New Hampshire 03047	3	682	R26

State Fiscal Years 2014 and 2015

Contractor Initials: *MSL*
Date: *5/15/13*

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Lakeview 244 Highwatch Road Effingham, New Hampshire 03882	1	313	R16
Perfect Peace, Inc. P. O. Box 637 Jaffrey, New Hampshire 03452	3	934	R40
Robin Hill Farm PO Box 1067 Hillsborough, New Hampshire 03244	1	318	R60
Monadnock Worksource P. O. Box 28 Peterborough, New Hampshire 03458	9	2,395	R30
POLUS 134 High Street Clinton, Massachusetts 01510	2	629	R34
Southwestern Community Services/New Hope - New Horizons, Inc. P. O. Box 603 Keene, New Hampshire 03431	2	390	R35
Residential Resources, Inc. 2 Arrowcrest Drive Swansey, New Hampshire 03446	5	1,304	R50
Tobias Community 75 Birch Hill Road Temple, New Hampshire 03084	1	302	R65

State Fiscal Years 2014 and 2015

Contractor Initials: *mpf*
Date: 5/15/13

TOTALS

72

19,801

- 9.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 9.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 9.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 9.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 9.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 9.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 9.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 9.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: MOF

Date: 5/15/17

10. SERVICE COORDINATION

- 10.1. The Contractor agrees to employ 17 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 441 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to all developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."
- 10.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 10.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 10.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's(s) own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 10.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 10.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

11. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522 - "Services to Persons with Acquired Brain Disorders."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Monadnock Developmental Services, Inc. 121 Railroad Street Keene, New Hampshire 03431	4 5 2	Day 23,527 Res 1,396 CDS 24	C10, C13 D10, I13, R10
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047	4 4	Day 13,655 Res 1,126	C21, R21
Community Strategies for New Hampshire 32 Washington Street Keene, New Hampshire 03431	1 1 1	Day 5,880 Res 163 CSS 3,527	R25, D25, L25
Residential Resources, Inc. 2 Arrowcrest Drive Swansey, New Hampshire 03446	1 2	Day 5,245 Res 577	C50, R50
Robin Hill Farm PO Box 1067 Hillsborough, New Hampshire 03244	5 6	Day 27,935 Res 1,675	C60, R60
CHESCO, Inc. P. O. Box 561 Keene, New Hampshire 03431	4 3 2	Day 21,144 Res 692 CSS 3,528	C20, D20, L20
Life Transition Services 60 Pine Mill Road North Haverhill, New Hampshire 03774 State Fiscal Years 2014 and 2015	1	Res 313	R42

Contractor Initials: *MB*
Date: *5/15/13*

NAME/ADDRESS OF AGENCY

Comfort Keepers
73A Court Street
Keene, New Hampshire 03431

TOTAL
ENROLLMENT UNITS COST CENTER
CODE

CSS 1 CSS 2,989 L33

TOTALS

<u>Day</u>	<u>19</u>	<u>Day</u>	<u>97,386</u>
<u>Res</u>	<u>22</u>	<u>Res</u>	<u>5,942</u>
<u>CSS</u>	<u>4</u>	<u>CSS</u>	<u>10,044</u>
<u>CDS</u>	<u>2</u>	<u>CDS</u>	<u>24</u>

11.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

11.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

11.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

11.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 11.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: MSA
Date: 5/15/13

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

12. CONSOLIDATED DEVELOPMENTAL SERVICES

12.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and with He-M 507 - "Day Habilitation," He-M 518 - "Employment Services," He-M 513 - "Respite," and/or He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Monadnock Developmental Services, Inc. 121 Railroad Street Keene, New Hampshire 03431	60	709	C87, I13

12.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

12.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

12.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

12.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

12.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 12.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

12.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

State Fiscal Years 2014 and 2015

Contractor Initials: *MS*

Date: *5/15/13*

12.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials:

Date:


5/15/13

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$395,253 and federal funds made available from the Catalog of Federal Domestic Assistance, CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$36,080 and #93.667, Social Services Block Grant, in the amount of \$69,936.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditures, which exceed the approved budgets, shall be solely the financial transfer

Contractor Initials: 7108

Date: 5/15/13

responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials: MBP

Date: 5/15/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials: MOF

Date: 5/5/13

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) 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.

Monadnock Developmental Services, Inc. From: 7/1/2013 To: 6/30/2015
 (Contractor Name) (Period Covered by this Certification)

MICHAEL B. FORREST
 (Name & Title of Authorized Contractor Representative)

 5/15/13
 (Contractor Representative Signature) (Date)

Contractor Initials: 
 Date: 5/15/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: July 1, 2013 through June 30, 2015

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

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

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


(Contractor Representative Signature)

MICHAEL B. FORREST PRESIDENT
(Authorized Contractor Representative Name & Title)

Monadnock Developmental Services, Inc.
(Contractor Name)

5/15/13
(Date)

Contractor Initials: MBF
Date: 5/15/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

Michael Blonest
(Contractor Representative Signature)

MICHAEL B. FORREX PRESIDENT
(Authorized Contractor Representative Name & Title)

Monadnock Developmental Services, Inc.
(Contractor Name)

5/15/13
(Date)

Contractor Initials: *MBF*
Date: 5/15/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

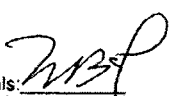
1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

MICHAEL B. FORREST PRESIDENT
(Authorized Contractor Representative Name & Title)

Monadnock Developmental Services, Inc.
(Contractor Name)

5/15/13
(Date)

Contractor Initials: 
Date: 5/15/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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


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


(Contractor Representative Signature)

MICHAEL B. FORREST PRESIDENT
(Authorized Contractor Representative Name & Title)

Monadnock Developmental Services, Inc.
(Contractor Name)

5/15/13
(Date)

Contractor Initials: 
Date: 5/15/13

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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
Division of Community Based Care Services

The State Agency Name

Monadnock Developmental Services,
Inc.

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

Michael B. Forrest

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

MICHAEL B. FORREST

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

PRESIDENT

Title of Authorized Representative

5/29/13

Date

5/15/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

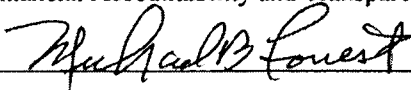
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.

 MICHAEL B FORREST PRESIDENT

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Monadnock Developmental Services, Inc.

5/15/13

(Contractor Name)

(Date)

Contractor initials: 

Date: 5/15/13

Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD 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: 158556217

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

NO YES

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

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

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

NO YES

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

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

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

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

Contractor initials: MSB
Date: 5/15/13
Page # _____ of Page # _____

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Developmental Services

Agency Name: Monadnock Developmental Services, Inc.

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD		SFY 16 (7/1/15 - 6/30/16)		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Alan Greene, Executive Director	\$133,368	0.00%	100.00%	\$0.00
Mary-Anne Wisell, Director of Operations	\$75,000	0.00%	100.00%	\$0.00
Joel Fitzpatrick, Director of Finance	\$70,000	0.00%	100.00%	\$0.00
Alison Scalia, Adult Svc Coordination Supervisor	\$42,500	3.90%	0.00%	\$1,657.50
Robert Rodrigue, Adult Svc Coordination Supervisor	\$38,500	3.90%	0.00%	\$1,501.50
Lynn Yeiter, Childrens Scv Coordination Supervisor	\$44,000	5.52%	0.00%	\$2,428.80
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$5,587.80

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Moore Center Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 195 McGregor Street, Unit 400, Manchester, NH 03102-3709.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$1,075,521.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

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

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

State of New Hampshire
Department of Health and Human Services

Diane Langley
Diane Langley
Director

Date

Moore Center Services, Inc.
Michael Reed
NAME Michael Reed
TITLE Chair of the Board

5/1/15
Date

Acknowledgement:

State of NH, County of Hillsborough on 5/1/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Brunda A. Head
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

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

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

Mary Bern mistuk
Name: Mary Bern mistuk
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an "x" below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are

KWJ

5/1/15



Exhibit A – Amendment 1

in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.



Exhibit A – Amendment 1

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START):

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management:

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry:

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS):

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS):

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. NHLeads:

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.



Exhibit A – Amendment 1

2.11. No Wrong Door System:

- 2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:
- 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
 - 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
 - 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit A –1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

MPB
Date 5/1/15



Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.1.1.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
Easter Seal Society of New Hampshire, Inc.	320	E51
Moore Center Services	399	E00

- 3.2. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.1.1.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
Moore Center Services	725	20	535	170	139,217	F00, F01

Exhibit A-1 - Detailed Services

Contractor Initials

KWA
Date 5/1/15



Exhibit A –1

- 4.2. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.
- 5.2. General Provisions:
- 5.2.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 5.2.1.1. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 5.2.1.2. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 5.2.2. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 5.2.3. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 5.2.4. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
- 5.2.4.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
- 5.2.4.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
- 5.2.4.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 5.2.5. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.

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5/1/15



Exhibit A –1

- 5.2.6. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- 5.3. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 5.3.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 5.3.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 5.3.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 5.3.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 5.3.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 5.3.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 5.3.7. Provide effective and evidence based family support practices, including but not limited to:
 - 5.3.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 5.3.7.2. Integrate family support services with other agency services in region;
 - 5.3.7.3. Incorporate the family support program within the agency's administrative structure;
 - 5.3.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 5.3.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;

NUPH
Date 5/1/15



Exhibit A –1

- 5.3.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 5.3.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 5.3.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 5.3.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.3.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.3.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.3.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.3.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.3.14. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

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Date 5/1/15



Exhibit A –1

- 6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. Residences Which May Also Provide Day Program Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."
- 7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.



Exhibit A –1

- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-



Exhibit A –1

term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. Service Coordination

- 9.1. The Contractor agrees to employ 20 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 645 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000.00 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



Exhibit A -1

- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set

KAGL
Date 5/1/15



Exhibit A -1

forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

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Date 5/1/15

Exhibit A-2 Moore Center Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	CIS	L95	Community Support Service	8	15446
	GSIL/BANCROFT	L57	Community Support Service	2	2432
	MCSI	L00	Community Support Service	16	13209
Community Participation Services					
	APT	D85	Day	4	20802
	BFS	D99	Day	1	5535
	CHESCO	D69	Day	1	4215
	CIS	D95	Day	7	31462
	CMRS	D70	Day	4	19646
	COM BRIDGES	D84	Day	1	5915
	CSNH	D54	Day	6	26273
	ES	D51	Day	29	136058
	FNE	D73	Day	4	19889
	GBC	D66	Day	1	4943
	GSIL/BANCROFT	D57	Day	11	41093
	IPP	D74	Day	3	15765
	ISN	D52	Day	30	146344
	LIFE VISIONS	D93	Day	3	14828
	LIFESHARE	D59	Day	20	102289
	LIVING INNOVAT	D83	Day	1	5505
	MCSI	D01	Day	1	2000
	MCSI	D00	Day	132	587108
	RES RES	D60	Day	4	14671
	SIDDHARTH	D75	Day	25	116869
	SUMMIT	D98	Day	3	14194
	TILL	D63	Day	1	5189
	WOU	D58	Day	24	103737
In Home Supprt Services					
	MCSI	I00	In Home Supports	51	612
Residences Which May Also Provide Day Program Services					
	MCSI	C00	Day	53	216262
	MCSI	C00	Residential	56	16057
Residentail Services					
	APT	R85	Residential	4	1192
	BFS	R99	Residential	1	306

Exhibit A-2 Moore Center Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	CHESCO	R69	Residential	1	265
	CMRS	R70	Residential	4	1046
	COM BRIDGES	R84	Residential	1	260
	CSNH	R54	Residential	7	1607
	ES	R51	Residential	20	5758
	FINR	R82	Residential	1	129
	FNE	R73	Residential	4	1063
	GBC	R66	Residential	1	287
	IPP	R74	Residential	4	929
	ISN	R52	Residential	10	2864
	LIFE VISIONS	R93	Residential	1	230
	LIFESHARE	R59	Residential	10	2815
	LIVING INNOVAT	R83	Residential	3	822
	MCSI	R00	Residential	103	29206
	NEUROINTERNATIO	R65	Residential	1	56
	NEURORESTRATIVE	R94	Residential	1	310
	PLUS CO.	R53	Residential	1	233
	RES RES	R60	Residential	2	596
	SIDDHARTH	R75	Residential	31	8337
	SUMMIT	R98	Residential	7	1599
Services to Persons With Acquired Brain Disorders					
	APT	D85	Day	1	6565
	APT	R85	Residential	1	252
	CMRS	D70	Day	1	5246
	CMRS	R70	Residential	1	307
	LIFESHARE	L59	Community Support Service	1	3852
	LIFESHARE	D59	Day	2	6744
	LIFESHARE	R59	Residential	1	276
	MCSI	I00	Consolidated Services	9	108
	MCSI	D00	Day	1	5868
	MCSI	C00	Day	6	21667
	MCSI	C00	Residential	6	1791
	MCSI	R00	Residential	15	4447
	NCIL	D87	Day	1	5731
	NCIL	R87	Residential	1	276
	NEURORESTRATIVE	R94	Residential	2	600
Participant Directed and Managed Services					
	MCSI	I00	Consolidated Services	131	1572



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$254,844.00 – 38% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$412,447.00 – 62% General funds.
3. Payment Methodology
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
 - 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.



Exhibit B Amendment #1

- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.



Exhibit B Amendment #1

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
 - 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
 - 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
 - 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
4. Allocation of Funding
- 4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
 - 4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.
 - 4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

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

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

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5/1/15

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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

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

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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5/1/15

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The following paragraphs shall be added to the General Provisions of this Agreement:
 - "22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."
 - "22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall

[Handwritten Signature]
Date 5/1/15

New Hampshire Department of Health and Human Services
Exhibit C-1 Amendment #1



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.

[Handwritten Signature]
Date 5/1/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Handwritten initials in black ink, possibly "JMF".

Date

Handwritten date "5/1/15" in black ink.

New Hampshire Department of Health and Human Services
Exhibit G Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

5/1/15
Date

Contractor Name:

Name: Michael Reed
Title: Chair of the Board

Exhibit G Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date

5/1/15



Exhibit I - Amendment #1

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I Amendment #1

- 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

WFL
5/1/15



Exhibit I Amendment #1

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 Amendment #1

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 Amendment #1

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I Amendment #1

- 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.

NA DHHS
The State

Lorene Reagan
Signature of Authorized Representative

Lorene Reagan
Name of Authorized Representative

MS RN Bureau Chief
Title of Authorized Representative

5/20/15
Date

Moore Center Services, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Michael Reed
Name of Authorized Representative

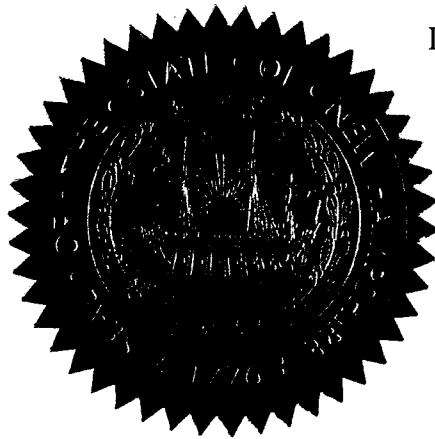
Chair of the Board
Title of Authorized Representative

5/1/15
Date

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 The Moore Center is a New Hampshire trade name registered on September 12, 2011 and that MOORE CENTER SERVICES, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



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. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State


CERTIFICATE OF VOTE

I, Suzanne Majewski, Secretary, do hereby certify that:

1. I am a duly elected Officer of Moore Center Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 1, 2015:

RESOLVED: That Michael Reed, Chair, Dan Cronin, Vice Chair, and Debra Davis Thum, Treasurer are 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.

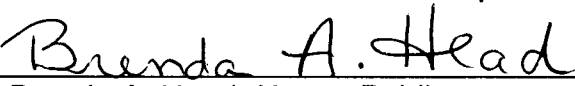
3. The forgoing resolution have not been amended or revoked, and remains in full force and effect as of the 1st day of May, 2015.
4. Michael Reed, is the duly elected Chair of the Board of the Agency.



Suzanne Majewski, Secretary

STATE OF New Hampshire
County of Hillsborough

The forgoing instrument was acknowledged before me this 1st day of May, 2015, by Suzanne Majewski, Secretary.



Brenda A. Head, Notary Public
My Commission Expires: 10/20/15

(NOTARY SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Moore Center Services Moore Realty Inc 195 Mcgregor Street #400 Manchester NH 03102	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: Maine Employers Mutual Ins Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1462713002 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1196534	7/1/2014	7/1/2015	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			PHPK1196534	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<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			PHUB464787	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3102801190 (3a.) NH All officers included	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			PHPK1196534	7/1/2014	7/1/2015	Employee Dishonesty \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Area Agency Contract Renewal

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire DHHS Diana Lacey 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Perrin/KS5



The Moore Center
Creating opportunities for a good life.™

Mission Statement

Mission:

“The Moore Center serves people with intellectual, developmental and personal challenges by creating opportunities for a good life.”

Vision:

“We envision a day when all people, despite their challenges, are fully engaged in their communities and living a good life. “



INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Moore Center Services, Inc.
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of **Moore Center Services, Inc.** and **Moore Realty, Inc.**, which comprise the consolidated statements of financial position as of June 30, 2014 and 2013, and the related consolidated statements of activities, cash flows, functional revenues and other support and functional expenses for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of 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 entities' 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 entities' 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
Moore Center Services, Inc.
Manchester, New Hampshire

Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Moore Center Services, Inc. and Moore Realty, Inc. as of June 30, 2014 and 2013, and the changes in their net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Manchester, New Hampshire
September 30, 2014

Howe, Riley & Howe, PLLC

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statements of Financial Position

June 30, 2014 and 2013

ASSETS

	<u>2014</u>	<u>2013</u>
CURRENT ASSETS		
Cash and cash equivalents:		
Unrestricted	4,056,331	6,200,050
Other temporarily restricted	-	43,000
	<u>4,056,331</u>	<u>6,243,050</u>
Accounts receivable:		
Medicaid	1,420,054	3,019,158
Other - net of allowance for doubtful accounts of \$56,000 in 2014 and \$35,000 in 2013	166,625	291,377
Contributions receivable	53,440	71,691
Capital campaign pledges receivable	18,312	24,875
Bond sinking fund	70,700	66,675
Prepaid expenses	121,219	133,756
Client and tenant funds	149,016	113,995
	<u>6,055,697</u>	<u>9,964,577</u>
PROPERTY AND EQUIPMENT, net	<u>6,154,340</u>	<u>6,246,707</u>
OTHER ASSETS		
Deposits	62,178	58,609
Interest in assets held by New Hampshire Charitable Foundation	195,632	174,895
Investments	946,800	871,682
Financing costs, net of accumulated amortization	147,673	154,066
	<u>1,352,283</u>	<u>1,259,252</u>
Total	<u>\$ 13,562,320</u>	<u>\$ 17,470,536</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statements of Financial Position

June 30, 2014 and 2013

LIABILITIES AND NET ASSETS

	<u>2014</u>	<u>2013</u>
CURRENT LIABILITIES		
Current portion of mortgage bonds payable	85,000	80,000
Current portion of notes payable	17,143	16,532
Accounts payable	709,375	476,242
State of New Hampshire - DDS Contract	744,617	871,833
Advances from Medicaid	-	3,308,861
Other liabilities	176,203	1,246,745
Accrued salaries and wages	590,735	433,580
Accrued payroll taxes	56,947	52,443
Accrued earned time	124,965	130,877
Due to clients and tenants	149,016	113,995
	<u>2,654,001</u>	<u>6,731,108</u>
LONG-TERM LIABILITIES		
Mortgage bonds payable, less current portion shown above	3,715,000	3,800,000
Notes payable, less current portion shown above	55,726	72,697
Interest rate swap agreement	684,471	683,802
Deferred compensation plan	958,800	951,182
	<u>5,413,997</u>	<u>5,507,681</u>
NET ASSETS		
Unrestricted		
Board designated	100,000	100,000
General	5,345,990	5,040,415
	<u>5,445,990</u>	<u>5,140,415</u>
Temporarily restricted	-	43,000
Permanently restricted	48,332	48,332
	<u>5,494,322</u>	<u>5,231,747</u>
Total net assets	<u>5,494,322</u>	<u>5,231,747</u>
Total	<u>\$ 13,562,320</u>	<u>\$ 17,470,536</u>

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statement of Activities

For the Year Ended June 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2014</u>
REVENUES AND OTHER SUPPORT	41,627,355	248,430	-	41,875,785
NET ASSETS RELEASED FROM RESTRICTIONS	<u>291,430</u>	<u>(291,430)</u>	<u>-</u>	<u>-</u>
Total	<u>41,918,785</u>	<u>(43,000)</u>	<u>-</u>	<u>41,875,785</u>
EXPENSES				
Program services:				
Service coordination services	2,786,647	-	-	2,786,647
Day services	7,633,831	-	-	7,633,831
Residential services	14,453,707	-	-	14,453,707
Combined day and residential services	3,939,368	-	-	3,939,368
Family directed services	5,502,081	-	-	5,502,081
Independent living services	125,109	-	-	125,109
Family support services	970,127	-	-	970,127
Early supports and services	2,124,634	-	-	2,124,634
Other program services	804,026	-	-	804,026
Supporting services:				
General management	<u>3,273,011</u>	<u>-</u>	<u>-</u>	<u>3,273,011</u>
Total expenses	<u>41,612,541</u>	<u>-</u>	<u>-</u>	<u>41,612,541</u>
CHANGE IN NET ASSETS, before loss on interest rate swap agreement	306,244	(43,000)	-	263,244
LOSS ON INTEREST RATE SWAP AGREEMENT	<u>(669)</u>	<u>-</u>	<u>-</u>	<u>(669)</u>
CHANGE IN NET ASSETS	305,575	(43,000)	-	262,575
NET ASSETS - beginning of year	<u>5,140,415</u>	<u>43,000</u>	<u>48,332</u>	<u>5,231,747</u>
NET ASSETS - end of year	<u>\$ 5,445,990</u>	<u>\$ -</u>	<u>\$ 48,332</u>	<u>\$ 5,494,322</u>

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statement of Activities

For the Year Ended June 30, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2013</u>
REVENUES AND OTHER SUPPORT	39,266,123	319,571	-	39,585,694
NET ASSETS RELEASED FROM RESTRICTIONS	<u>281,746</u>	<u>(281,746)</u>	-	-
Total	<u>39,547,869</u>	<u>37,825</u>	-	<u>39,585,694</u>
EXPENSES				
Program services:				
Service coordination services	2,657,901	-	-	2,657,901
Day services	7,322,833	-	-	7,322,833
Residential services	12,567,805	-	-	12,567,805
Combined day and residential services	5,474,141	-	-	5,474,141
Family directed services	4,513,794	-	-	4,513,794
Independent living services	109,170	-	-	109,170
Family support services	1,082,502	-	-	1,082,502
Early supports and services	1,951,977	-	-	1,951,977
Other program services	852,367	-	-	852,367
Supporting services:				
General management	<u>3,007,865</u>	-	-	<u>3,007,865</u>
Total expenses	<u>39,540,355</u>	-	-	<u>39,540,355</u>
CHANGE IN NET ASSETS, before gain on interest rate swap agreement	7,514	37,825	-	45,339
GAIN ON INTEREST RATE SWAP AGREEMENT	<u>341,059</u>	-	-	<u>341,059</u>
CHANGE IN NET ASSETS	348,573	37,825	-	386,398
NET ASSETS - beginning of year	<u>4,791,842</u>	<u>5,175</u>	<u>48,332</u>	<u>4,845,349</u>
NET ASSETS - end of year	<u>\$ 5,140,415</u>	<u>\$ 43,000</u>	<u>\$ 48,332</u>	<u>\$ 5,231,747</u>

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statements of Cash Flows
For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	262,575	386,398
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:		
Depreciation and amortization	481,569	456,437
Loss (gain) on disposition of property and equipment	27,933	(1,360)
Bad debts	41,359	58,549
Change in interest in assets held by New Hampshire Charitable Foundation	(27,493)	(17,369)
Unrealized gain on investments	(141,822)	(70,635)
Interest payments to bond escrow fund	(3,775)	(5,778)
Interest paid from bond escrow funds	3,775	5,778
Loss (gain) on interest rate swap agreement	669	(341,059)
Decrease (increase) in:		
Accounts receivable	1,682,497	(433,143)
Contributions receivable	18,251	8,617
Capital campaign pledges receivable	6,563	18,713
Prepaid expenses	12,537	13,704
Deposits	(3,569)	(43,962)
Increase (decrease) in:		
Accounts payable	233,133	(18,754)
Advances from Medicaid	(3,308,861)	3,308,861
Other liabilities	(1,197,758)	1,693,686
Accrued salaries, wages and payroll taxes	161,659	27,723
Accrued earned time	(5,912)	10,890
Deferred compensation plan	171,822	149,635
Net cash provided by (used for) operating activities	<u>(1,584,848)</u>	<u>5,206,931</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from disposition of property and equipment	-	5,200
Distributions from New Hampshire Charitable Foundation	6,756	6,731
Purchase of investments	(97,500)	(79,500)
Additions to property and equipment	<u>(410,742)</u>	<u>(69,350)</u>
Net cash used for investing activities	<u>(501,486)</u>	<u>(136,919)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments to bond sinking fund	(84,025)	(77,624)
Repayments of notes payable	<u>(16,360)</u>	<u>(15,599)</u>
Net cash used for financing activities	<u>(100,385)</u>	<u>(93,223)</u>

(Continued)

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Cash Flows
For the Years Ended June 30, 2014 and 2013

(Continued)

	2014	2013
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,186,719)	4,976,789
CASH AND CASH EQUIVALENTS - beginning of year	6,243,050	1,266,261
CASH AND CASH EQUIVALENTS - end of year	\$ 4,056,331	\$ 6,243,050

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid for interest	\$ 126,082	\$ 131,794
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During 2014 and 2013, \$80,000 and 75,000, respectively, were withdrawn from the bond sinking fund to pay bond principal payments in accordance with the loan agreement.

During 2014, the Agency sold investments totaling \$164,204 to fund payments to participants under the Agency's supplemental deferred compensation plan.

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Revenue and Other Support
For the Year Ended June 30, 2014

	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Residential fees	2,211,031	82	-	2,210,949	-	-	1,689,210	495,909	25,830	-	-	-
Medicaid CCW	31,496,391	-	-	31,496,391	1,165,711	7,437,233	12,095,555	4,340,460	5,485,750	65,012	906,670	-
Medicaid ABD	3,349,285	-	-	3,349,285	90,674	207,619	2,103,368	392,650	530,224	15,694	9,056	-
Medicaid NCCW	621,243	-	-	621,243	772	-	-	-	-	-	72,830	547,641
Medicaid ESS Bundle	1,441,815	-	-	1,441,815	-	-	-	-	-	-	-	1,441,815
Medicaid IHS	775,262	-	-	775,262	375	-	-	-	769,892	-	4,995	-
State of New Hampshire - DDS	330,671	-	-	330,671	160	48,092	-	-	5,034	-	277,385	-
Eldercare	698,413	-	698,413	-	-	-	-	-	-	-	-	-
Other program fees	95,182	-	-	95,182	1,035	52,800	-	-	-	-	-	41,347
Production/service income	164,292	-	-	164,292	-	164,292	-	-	-	-	-	-
Unrestricted contributions	62,173	60,701	1,472	-	-	-	-	-	-	-	-	-
Temporarily restricted contributions	248,430	235,713	12,717	-	-	-	-	-	-	-	-	-
In-kind donations	78,835	26,886	-	51,949	-	14,949	-	20,000	-	-	17,000	-
Rental income	8,400	8,400	-	-	-	-	-	-	-	-	-	-
Investment income	163,992	163,992	-	-	-	-	-	-	-	-	-	-
Other revenues	130,370	64,765	1,666	63,939	-	11,938	13,236	-	154	2,917	-	35,694
Total	\$ 41,875,785	\$ 560,539	\$ 714,268	\$ 40,600,978	\$ 1,258,727	\$ 7,936,923	\$ 15,901,369	\$ 5,249,019	\$ 6,816,884	\$ 83,623	\$ 1,287,936	\$ 2,066,497

The accompanying notes are an integral part of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2014

	Total Agency	General Management	Non-DDS Programs	DDS Programs	Total	Service Coordination	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	8,227,497	1,226,410	334,140	6,666,947	1,632,850	1,749,679	333,691	738,900	1,097,773	40,033	229,662	844,359	
Employee benefits	2,496,489	636,839	100,043	1,759,607	470,639	541,628	80,406	227,175	94,894	12,393	71,094	261,378	
Payroll taxes	662,096	103,931	26,944	531,221	129,233	145,476	25,989	56,866	86,109	3,221	17,967	66,360	
Client payments	185,928	-	-	185,928	2,020	158,818	-	19,582	5,508	-	-	-	
Contracted substitute staff	12,258	4,348	-	7,910	4,698	-	-	1,820	1,392	-	-	-	
Client treatment services	7,381,349	-	272,508	7,108,841	193,473	49,441	2,956,543	2,654,955	1,145,288	-	352,055	15,784	
Client therapies	2,306,238	-	-	2,306,238	193,473	49,441	477,491	-	1,551,636	-	18,413	-	
Accounting	48,083	48,083	-	-	-	-	-	-	-	-	-	-	
Audit fees	52,650	52,650	-	-	-	-	-	-	-	-	-	-	
Legal fees	8,091	4,169	211	3,711	992	1,141	169	482	200	26	150	551	
Other professional fees	454,717	169,649	8,960	276,108	109,055	47,137	7,013	19,886	10,130	1,077	6,181	75,629	
Subcontractors	16,957,040	-	-	16,957,040	750	4,338,903	10,499,612	-	1,316,240	60,056	-	741,479	
Staff development and training	15,169	5,109	173	9,887	3,717	2,727	545	702	231	18	1,298	649	
Bond and bank fees	53,941	53,941	-	-	-	-	-	-	-	-	-	-	
Interest expense	125,947	125,947	-	-	-	-	-	-	-	-	-	-	
Facility expense	349,987	98,460	9,632	241,895	30,103	105,082	10,534	55,499	13,798	857	21,895	4,127	
Office expense	76,432	44,547	880	31,005	3,955	8,469	821	11,244	1,138	41	1,680	3,657	
Client consumables	106,720	1,776	27	104,917	121	29,494	8,523	30,134	36,645	-	-	-	
Bad debt	41,359	41,359	-	-	-	-	-	-	-	-	-	-	
Equipment rental and maintenance	211,388	87,109	6,680	117,599	31,426	36,167	5,369	15,273	6,336	828	4,747	17,453	
Depreciation and amortization	481,569	156,673	20,050	304,846	81,154	93,395	13,865	40,603	16,363	2,137	12,259	45,070	
Advertising	7,385	1,206	1,788	4,391	-	-	-	-	4,391	-	-	-	
Printing	11,012	8,734	59	2,219	803	403	104	29	102	-	59	719	
Telephone and communications	126,044	36,411	4,719	84,914	22,201	25,550	3,793	10,790	5,771	585	3,354	12,870	
Postage and shipping	25,757	25,547	-	210	167	43	-	-	-	-	-	-	
Transportation	475,321	37,714	14,206	423,401	18,136	252,824	10,347	30,273	75,366	3,145	2,392	30,918	
Assistance to individuals	237,558	8,750	-	228,808	1,264	-	18,681	570	25,061	-	182,632	600	
Insurance	114,066	80,156	-	33,910	-	29,283	-	4,392	235	-	-	-	
Membership dues and fees	4,333	1,978	250	2,105	800	580	-	20,000	-	-	17,000	725	
In-kind expenses	78,835	26,886	-	51,949	-	14,949	-	-	-	-	26,350	-	
Medicaid match expense	26,350	-	-	26,350	-	-	-	-	-	-	-	-	
Client advocacy	25,886	-	-	25,886	25,886	-	-	-	-	-	-	-	
Other expenses	225,046	184,629	2,756	37,661	23,204	2,642	211	193	7,474	692	939	2,306	
Total	\$ 41,612,541	\$ 3,273,011	\$ 804,026	\$ 37,535,504	\$ 2,786,647	\$ 7,633,831	\$ 14,453,707	\$ 3,939,368	\$ 5,502,081	\$ 125,109	\$ 970,127	\$ 2,124,634	

The accompanying notes are an integral part of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Revenues and Other Support
For the Year Ended June 30, 2013

	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Residential fees	2,131,599	-	-	2,131,599	-	-	1,482,877	631,988	16,734	-	-	-
Medicaid CCW	29,323,456	-	-	29,323,456	1,142,077	6,966,169	10,319,798	5,210,326	4,236,836	40,159	1,108,091	-
Medicaid ABD	3,166,005	-	-	3,166,005	88,574	189,526	2,064,862	442,081	363,853	17,109	-	-
Medicaid NCCW	643,890	-	-	643,890	2,831	-	-	-	-	-	126,616	514,443
Medicaid ESS Bundle	1,366,768	-	-	1,366,768	-	-	-	-	-	-	-	1,366,768
Medicaid IHS	700,439	-	-	700,439	-	-	-	-	700,439	-	-	-
State of New Hampshire - DDS	463,210	-	-	463,210	-	43,494	-	-	(1,928)	-	344,513	77,131
Eldercare	703,387	-	703,387	-	-	-	-	-	-	-	-	-
Other program fees	44,853	33	-	44,820	1,350	35,236	-	-	1,332	6,902	-	-
Production/service income	131,821	-	-	131,821	-	131,821	-	-	-	-	-	-
Unrestricted contributions	49,759	49,759	-	-	-	-	-	-	-	-	-	-
Temporarily restricted contributions	319,571	236,054	20,267	63,250	-	11,250	-	-	-	-	2,000	50,000
In-kind donations	94,775	40,277	-	54,498	-	34,498	-	20,000	-	-	-	-
Rental income	8,050	8,050	-	-	-	-	-	-	-	-	-	-
Investment income	83,792	83,792	-	-	-	-	-	-	-	-	-	-
Other revenues	354,319	73,338	51,438	229,543	17,275	53,850	31,907	8,307	(8,777)	-	877	126,104
Total	\$ 39,585,694	\$ 491,303	\$ 775,092	\$ 38,319,299	\$ 1,252,107	\$ 7,465,844	\$ 13,899,444	\$ 6,612,702	\$ 5,308,489	\$ 64,170	\$ 1,582,097	\$ 2,134,446

The accompanying notes are an integral part of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2013

	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	8,347,925	1,304,419	384,441	6,659,065	1,517,244	1,798,610	349,965	731,393	1,162,721	43,972	237,265	817,895
Employee benefits	2,216,479	432,771	111,185	1,672,523	431,573	520,178	76,241	211,527	115,123	12,717	68,620	236,544
Payroll taxes	678,001	101,481	31,934	544,586	126,090	155,171	26,882	58,014	88,503	3,648	19,337	66,941
Client payments	155,981	-	-	155,981	500	129,529	-	19,582	6,370	-	-	-
Contracted substitute staff	5,845	1,482	3,806	557	557	-	-	-	-	-	-	-
Client treatment services	7,112,514	-	240,038	6,872,476	-	630	2,761,697	2,730,828	927,817	-	451,504	-
Client therapies	2,075,763	-	-	2,075,763	199,907	71,947	390,145	-	1,365,563	-	31,374	16,827
Accounting	40,259	40,259	-	-	-	-	-	-	-	-	-	-
Audit fees	37,780	37,780	-	-	-	-	-	-	-	-	-	-
Legal fees	26,830	4,865	875	21,090	11,322	4,095	600	1,665	906	100	540	1,862
Other professional fees	381,353	156,484	10,074	214,795	87,848	34,392	5,026	13,985	11,811	841	4,537	56,355
Subcontractors	15,518,509	-	-	15,518,509	-	3,879,996	8,878,848	1,459,582	653,424	25,659	-	621,000
Staff development and training	23,044	7,702	435	14,907	4,996	3,928	624	992	730	33	1,027	2,577
Bond and bank fees	55,609	55,556	-	53	53	-	-	-	-	-	-	-
Interest expense	131,681	131,681	-	-	-	-	-	-	-	-	-	-
Facility expense	416,208	107,884	5,815	302,509	45,153	130,808	18,174	59,619	14,230	11,303	10,463	12,759
Office expense	66,218	49,243	1,047	15,928	3,578	4,519	746	1,271	314	23	631	4,846
Client consumables	101,890	109	-	101,781	-	29,976	17,620	42,006	12,179	-	-	-
Bad debt	58,549	58,549	-	-	-	-	-	-	-	-	-	-
Equipment rental and maintenance	80,095	14,049	4,117	61,929	15,980	19,261	2,823	7,832	4,263	471	2,541	8,758
Depreciation and amortization	456,437	91,183	22,768	342,486	88,374	106,518	15,612	43,315	23,574	2,604	14,051	48,438
Advertising	6,295	2,323	264	3,708	-	-	-	-	3,708	-	-	-
Printing	10,764	8,676	-	2,088	213	266	149	-	21	-	106	1,333
Telephone and communications	134,416	27,963	6,955	99,498	27,985	30,669	5,543	10,368	6,689	1,765	2,822	13,657
Postage and shipping	22,599	4,759	1,160	16,680	4,302	5,194	760	2,108	1,147	127	684	2,358
Transportation	497,403	5,209	17,043	475,151	19,460	305,677	11,755	38,050	64,936	3,545	1,594	30,134
Assistance to individuals	218,339	-	-	218,339	2,452	-	98	8,611	32,681	-	173,853	644
Insurance	108,337	11,346	3,488	93,503	13,540	51,861	2,392	11,968	3,769	399	2,153	7,421
Membership dues and fees	90,877	73,483	440	16,954	15,734	520	-	-	-	-	-	700
In-kind expense	94,776	40,277	-	54,499	-	34,499	-	20,000	-	-	-	-
Medicaid match expense	58,547	-	-	58,547	-	-	-	-	-	-	58,547	-
Client advocacy	28,836	-	-	28,836	28,836	-	-	-	-	-	-	-
Other expenses	282,196	238,332	6,482	37,382	12,204	4,589	2,105	1,425	13,315	1,963	853	928
Total	\$ 39,540,355	\$ 3,007,865	\$ 852,367	\$ 35,680,123	\$ 2,657,901	\$ 7,322,833	\$ 12,567,805	\$ 5,474,141	\$ 4,513,794	\$ 109,170	\$ 1,082,502	\$ 1,951,977

The accompanying notes are an integral part of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Note 1 - Organization and Summary of Significant Accounting Policies

(A) Organization

Moore Center Services, Inc. (the Agency) is a New Hampshire nonprofit corporation providing a wide range of services to developmentally disabled individuals and to individuals with acquired brain disorders in Manchester, New Hampshire and the surrounding communities.

Moore Realty, Inc. (the Organization) is a New Hampshire nonprofit corporation established for the purposes of: (1) receiving, purchasing, leasing, holding and maintaining property associated with the provision of residential, treatment and administrative services to developmentally disabled individuals in the greater Manchester area, and (2) managing, selling or otherwise disposing of the property. All of the Organization's property is used by Moore Center Services, Inc. The Agency does not pay rent to the Organization for use of its real estate.

Moore Center Services, Inc. and Moore Realty, Inc. are considered related parties because they share common management.

(B) Financial Statement Preparation

These financial statements, which consolidate the financial performance of the Agency and the Organization, are presented on the accrual basis of accounting. All significant intercompany transactions and balances have been eliminated in preparation of the consolidated financial statements.

The Agency and the Organization report information regarding their financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(C) Cash and Cash Equivalents

The Agency considers all highly liquid debt instruments with original maturities of seven months or less to be cash equivalents.

The Agency maintains several of their cash balances at one financial institution. Cash balances are insured by the FDIC up to \$250,000. Deposits totaling approximately \$4,100,000 at June 30, 2014, are not covered by the FDIC, however, they are collateralized by repurchase agreements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Note 1 - (D) Receivables

Receivables are stated at unpaid balances, less an allowance for doubtful accounts. The allowance is based on past experience, the provisions of third-party contracts and other circumstances which may affect the ability of individuals to meet their obligations. Receivables are considered impaired if full payments are not received in accordance with the contractual terms. Impaired receivables are charged against the allowance when management determines they will not be collected. The Agency does not require collateral for the extension of credit.

(E) Capital Campaign Pledges Receivable

Capital campaign pledges receivable were \$18,312 at June 30, 2014 and \$24,875 at June 30, 2013.

Substantially all of the outstanding pledges at June 30, 2014 are expected to be collected within a year.

(F) Property, Equipment and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Assets with a useful life in excess of one year and costing over \$1,000 are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost or donated value of the assets over their estimated useful lives. Depreciation expense, excluding amortization, was \$475,175 and \$450,025 for the years ended June 30, 2014 and 2013, respectively.

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 depreciation and amortization allowances and any gain or loss is recognized.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of assets with explicit restrictions regarding the use of the assets are reported as restricted support. Absent explicit donor stipulations about how long long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

(G) Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position. The fair value measurement is made using the fair value hierarchy prescribed by current accounting standards (see Note 4). Investment income or loss (including realized and unrealized gains and losses on investments and interest and dividends) is included in the change in net assets.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Note 1 - (G) Investments (Continued)

Investment income (loss) is comprised of the following, for the years ended June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Interest income	2,435	2,018
Unrealized gains on investments	<u>161,557</u>	<u>81,774</u>
	<u>\$ 163,992</u>	<u>\$ 83,792</u>

As of June 30, 2014, the Agency's investments consist principally of an investment in a group annuity contract (see Note 4).

(H) Amortization

Financing costs associated with permanent financing for the acquisition of property are being amortized over the 30-year life of the related bonds. Amortization expense was approximately \$6,400 for each of the years ended June 30, 2014 and 2013.

(I) Refundable Advances

Grants or revenues received and meeting the criteria as refundable advances (other liabilities) are recognized as revenue in the period in which the related services are provided or the expenditures are incurred.

(J) Accrued Earned Time

The Agency has accrued a liability for future compensated leave time that its employees have earned and which is expected to be utilized prior to, or paid at, termination of employment.

(K) Derivative Instruments

Current accounting standards require that derivatives be recorded on the statements of financial position at fair value and also prescribe the accounting treatment for derivatives that are designated (and qualify) as fair value hedges and cash flow hedges. Derivatives that are executed for risk management purposes but which are not designated or qualified as hedges are recorded at fair value, and the change in fair value is recognized in net assets (see Note 8).

(L) Contributions

All contributions (including cash, fixed assets or other assets) are considered to be available for unrestricted use unless use of the donated assets is specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted support. Amounts received that are restricted to investment in perpetuity are reported as permanently restricted support.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Note 1 - (L) Contributions (Continued)

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

(M) In-kind Donations

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. Donated services are not included in these financial statements unless they require specialized skills and would need to be purchased if they were not donated. A number of volunteers have donated time in the form of professional and consulting services to the Agency's various programs and to its fundraising campaigns.

The Agency uses donated facilities which are reflected as other support and expense in the accompanying financial statements, based on the estimated fair market value rent the Agency would incur under an arms' length lease agreement. The estimated fair market value of the rentals was determined by the Agency to be \$34,375 and \$54,499 for the years ended June 30, 2014 and 2013, respectively.

(N) Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated by management to the programs and supporting services benefited.

(O) Tax Status

Moore Center Services, Inc. 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 Agency to be other than a private foundation. The Agency must, however, pay income taxes on the net profit, if any, from unrelated business activities.

Moore Realty, Inc. is a nonprofit corporation exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. Any excess of revenue over expenses will be used for property replacement, repairs and maintenance, and debt repayment, or it will be contributed to Moore Center Services, Inc. in support of its charitable activities.

The Agency and its related organization recognize the tax benefit of an uncertain tax position only if management determines that it is more likely than not that the tax position would be sustained upon examination by taxing authorities based on the technical merit of the position. Management has determined that, as of June 30, 2014 and 2013, the Agency and its related organization have not taken any tax positions which do not meet the criteria for recognition. Tax filings for the tax years ending before June 30, 2011 are no longer subject to examination by Federal taxing authorities.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Note 2 - Property and Equipment

As of June 30, 2014 and 2013, property and equipment consisted of the following:

	<u>2014</u>	<u>2013</u>
Land	176,243	176,243
Buildings and improvements	6,820,196	6,822,539
Equipment and furnishings	758,718	747,385
Computers and software	1,465,448	1,090,934
Leasehold improvements	9,335	199,134
Vehicles	<u>91,843</u>	<u>91,843</u>
	9,321,783	9,128,078
Less: accumulated depreciation	<u>3,167,443</u>	<u>2,881,371</u>
	<u>\$ 6,154,340</u>	<u>\$ 6,246,707</u>

Note 3 - Funds Held by Others

Moore Center Services, Inc. is the beneficiary of the Moore Center Services, Inc. Fund, an agency endowment fund held by the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing the fund, assets were contributed by the Agency to the foundation and are held by NHCF as a separate fund designated for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions from the fund each year to the Agency of approximately 4% of the market value of the fund.

NHCF holds \$48,332 of permanently restricted funds as a separate fund (the Thomas M. Burke Fund) for the benefit of the Agency. In accordance with the terms of the trust document, the Agency is entitled to use the income generated by the fund to further its general purposes.

For the Moore Center Services, Inc. Fund and the Thomas M. Burke Fund, which are both Agency endowment funds, variance power was granted to NHCF, whereby they have the right to redirect the use of the transferred assets if, in the judgement of the NHCF Board, the restrictions or conditions of the Fund purposes become unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the State of New Hampshire or elsewhere. The current market value of each fund is included in the accompanying statements of financial position, as required by current accounting standards, as follows:

	<u>2014</u>	<u>2013</u>
Moore Center Services, Inc. Fund	134,782	120,495
Thomas M. Burke Fund (See Note 10)	<u>60,850</u>	<u>54,400</u>
	<u>\$ 195,632</u>	<u>\$ 174,895</u>

In addition, NHCF also holds assets in a separate fund, known as the Donald Lugg Fund, for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions to the Agency each year of approximately 4% of the fund's market value. This fund does not meet the criteria set forth in current accounting standards for inclusion in the statements of financial position, and is therefore not included. The market value of this Fund's assets at June 30, 2014 and 2013 was \$43,635 and \$39,010, respectively.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Note 4 - Fair Value Measurements

Various inputs may be used to determine the fair value of investments. These inputs are summarized into three broad levels for financial statement purposes. Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority; Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets or observable inputs other than quoted market prices (including investments valued at net asset value, as a practical expedient with notice periods for redemption of 90 days or less); and Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority (including investments valued at net asset value, as a practical expedient with notice periods for redemption of more than 90 days). The Agency uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An assets fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used must maximize the use of observable inputs and minimize the use of unobservable inputs. The inputs or valuation methodology used for valuing securities are not necessarily an indication of the risk associated with investing in those securities.

The following tables set forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Agency's assets and liabilities (classified by major type) as of June 30, 2014 and 2013.

	2014			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by New Hampshire Charitable Foundation	-	-	195,632	195,632
Group annuity contract	-	946,800	-	946,800
	\$ -	\$ 946,800	\$ 195,632	\$ 1,142,432
Liabilities:				
Interest rate swap agreement	-	684,471	-	684,471
	\$ -	\$ 684,471	\$ -	\$ 684,471
	2013			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by New Hampshire Charitable Foundation	-	-	174,895	174,895
Group annuity contract	-	871,682	-	871,682
	\$ -	\$ 871,682	\$ 174,895	\$ 1,046,577
Liabilities:				
Interest rate swap agreement	-	683,802	-	683,802
	\$ -	\$ 683,802	\$ -	\$ 683,802

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Note 4 - Fair Value Measurements (Continued)

The changes in the fair value of the Agency's Level 3 assets for the years ended June 30, 2014 and 2013, are as follows:

	<u>2014</u>	<u>2013</u>
Balance, beginning of year	174,895	164,257
Total realized and unrealized gains	28,663	18,546
Fees	(1,170)	(1,177)
Distributions	<u>(6,756)</u>	<u>(6,731)</u>
Balance, end of year	<u>\$ 195,632</u>	<u>\$ 174,895</u>

The group annuity contract and the interest rate swap agreement have been valued using the market approach. The fair value of the interest rate swap agreement (see Note 8) was determined using the multiple yield curve framework. The group annuity contract is stated at net asset value, as determined by the issuer of the account based on the fair value of the underlying investments. The group annuity contract is invested in a variety of equity and fixed income registered mutual funds. Participant transactions (issuances and redemptions) may occur daily and are transacted at the latest net asset value.

The fair value of the interest in assets held by the New Hampshire Charitable Foundation (NHCF) is based on the Agency's proportional share of the funds managed by NHCF (Note 3). The management of NHCF values the underlying investments using quoted prices for similar assets (levels 1 and 2) and information provided by the individual fund managers or general partners, including auditing financial statements of the investment funds (level 3).

The carrying amounts reflected in the statements of financial position for cash and cash equivalents, receivables, accounts payable, accrued expenses and the deferred compensation obligation approximate fair value given the short-term nature of these instruments. The Agency estimates that the carrying amounts of its debt obligations approximate their fair value due to the variable interest rates contained in the bond and note instruments.

Note 5 - Mortgage Bonds Payable

The New Hampshire Health and Education Facilities Authority (the Authority) issued \$4,295,000 in revenue bonds (Moore Center Issue, Series 2007), the proceeds of which were loaned by the Authority to the Agency. The bonds are collateralized by a security interest in substantially all of the assets of the Agency, as well as its gross receipts. The loan agreement includes various covenants and restrictions, including a requirement to meet various financial ratios, as defined. The bonds mature on September 1, 2037. Subject to conditions defined in the bond indenture, the Agency retains the right to redeem any or all of the mortgage bonds prior to maturity.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Note 5 - Mortgage Bonds Payable (Continued)

The bonds bear interest at a variable rate which is adjusted by the Remarketing Agent each week in accordance with the terms of the bond indenture. The average variable rate for the year ended June 30, 2014 was .12%. The Agency has the option to convert the interest rate on all, but not less than all, the bonds from one variable rate period to another variable rate period or from a variable rate to a fixed rate on any conversion date, subject to conditions defined in the bond indenture. The bonds are secured by an irrevocable direct pay letter of credit from a bank in the amount of \$3,845,808 as of June 30, 2014. The letter of credit will automatically terminate under specific conditions, as defined in the letter of credit reimbursement agreement, or it will expire on August 1, 2017, unless extended. The letter of credit reimbursement agreement includes certain restrictions and various financial and operating covenants. Interest on any advances under the letter of credit is payable at a variable LIBOR rate plus an applicable margin (there were no unreimbursed advances at June 30, 2014 or 2013).

The letter of credit reimbursement agreement splits the bond issue into two separate series for purposes of computing mandatory redemptions: Tranche I, in the amount of \$3,635,000 and Tranche II in the amount of \$660,000. The Agency is required to make monthly payments into a bond sinking fund, held in trust by the Bond Trustee to fund mandatory annual bond redemptions, in accordance with the letter of credit reimbursement agreement. The balance in the bond sinking fund at June 30, 2014 is \$70,700. The Agency must also use excess Capital Campaign funds, as defined, to redeem Tranche II bonds. The letter of credit reimbursement agreement was amended during 2012 to allow the Agency to use excess Capital Campaign funds to pay off a mortgage note payable to a bank. No Tranche II bond redemptions occurred in 2014 or 2013.

The scheduled future bond maturities, which approximate the sinking fund requirements, are as follows:

<u>Year Ending June 30,</u>	
2015	85,000
2016	90,000
2017	90,000
2018	95,000
2019	100,000
Thereafter	<u>3,340,000</u>
	<u>\$ 3,800,000</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Note 6 - Notes Payable

Notes payable consisted of the following as of June 30, 2014 and 2013:

	2014	2013
Mortgage note payable to a bank in monthly installments for principal and interest of \$704, with interest calculated based on the Federal Home Loan Bank rate plus 3% (4.03% at June 30, 2014 and 2013). The final note payment is due in January 2021 and the note is collateralized by a first mortgage on certain real estate of the Organization.	48,687	55,004
6.25% note payable to a bank in monthly installments for principal and interest of \$390 through September 2015. The note is collateralized by a van.	5,595	9,777
4.25% note payable to a bank in monthly installments for principal and interest of \$566 through June 2017. The note is collateralized by a van.	18,587	24,448
	72,869	89,229
Less: current portion	17,143	16,532
Long-term portion	\$ 55,726	\$ 72,697

The scheduled maturities of notes payable as of June 30, 2014 were as follows:

2015	17,143
2016	14,375
2017	13,232
2018	7,436
2019	7,746
Thereafter	12,937
	\$ 72,869

Note 7 - Demand Note Payable

The Agency has a revolving line-of-credit agreement with a bank in the amount of \$2,750,000. The line-of-credit is unsecured and is due on demand. The interest rate is stated at the bank's prime lending rate plus 1/2%, which resulted in an interest rate of 3.75% at June 30, 2014 and 2013. Monthly payments of interest only are required by the agreement. The line-of-credit is subject to an annual 30-day out-of-debt period, and matures on February 28, 2015. The Agency must also maintain a minimum debt service coverage ratio (as defined). As of June 30, 2014 and 2013, there was no balance outstanding on the line-of-credit.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Note 8 - Derivative Instruments

As disclosed in Note 5, the mortgage bonds bear interest at a variable rate which is adjusted weekly. To minimize the potential impact of increases in this variable interest rate, the Agency entered into an interest rate swap agreement with a bank with respect to its Tranche I bonds. Under this agreement, each month the Agency pays a fixed interest rate of 3.783%, and receives a variable LIBOR interest rate (as defined) on the notional amount of the agreement. The terms of the swap agreement extend through the 2037 maturity date of the related bonds. The Agency is exposed to credit loss in the event of nonperformance by the other party to the interest rate swap agreement. However, the Agency does not anticipate nonperformance by the counterparty. The Agency does not use derivative financial instruments for trading or speculative purposes.

The Agency's interest rate swap contract was executed for risk management purposes and is not designated as a hedge. In accordance with current accounting standards, the net interest paid or received under the interest rate swap has been recognized as an adjustment to current interest expense. In addition, the fair value of the swap agreement is recorded as a liability in the accompanying statements of financial position, and the change in the agreement's fair value is recognized in the statement of activities as a gain or loss on interest rate swap agreement. The approximate fair value of the swap agreement liability at June 30, 2014 and 2013 was \$684,471 and \$683,802, respectively (see Note 4).

Note 9 - Supplemental Deferred Compensation Plan

The Agency maintains a supplemental executive retirement plan for the benefit of the senior management team. The plan is intended to qualify as an eligible deferred compensation plan within the meaning of Internal Revenue Code Section 457(b). The plan is maintained for the purpose of providing the participants or their beneficiaries with benefits equal to their respective Deferred Compensation Account balances (as defined) upon retirement or other severance from employment. Employer contributions are credited to participant accounts annually, at the sole discretion of the Executive Committee of the Board of Directors. Participants may also elect to defer a portion of their salary and have it credited to their account. Participant accounts are also credited or charged with investment gains and losses resulting from deemed investment elections made by the participants. During 2014 and 2013, employer contributions of \$30,000 and \$79,000, respectively, were credited to participant accounts and recorded as deferred compensation. In addition, investment gains of \$140,821 in 2014 and \$71,136 in 2013 were allocated to the participant accounts. At June 30, 2014 and 2013, the Agency's obligation under this deferred compensation plan totaled \$958,800 and \$951,182, respectively.

Note 10 - Restrictions of Net Assets

At June 30, 2013, temporarily restricted net assets consisted of \$43,000 of unexpended purpose-restricted donations to be used for the family support program. As of June 30, 2014, there were no temporarily restricted net assets.

Permanently restricted net assets represent a distribution received from a trust in 2003, which requires the funds to be set aside in a separate permanent fund (see Note 3). The income, including any unrealized appreciation of the assets, can be used to support the Agency's general activities. Permanently restricted net assets totaled \$48,332 at June 30, 2014 and 2013.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Note 11 - Employee Benefit Plan

The Agency maintains a voluntary, contributory tax-sheltered annuity plan for the benefit of its employees. After one year of employment, the Agency matches a portion of each employee's contribution to the plan, in an amount determined by the Board of Directors. The Agency's contributions to the plan for the years ended June 30, 2014 and 2013 amounted to \$160,424 and \$152,353, respectively.

Note 12 - Fundraising Expenses

During the years ended June 30, 2014 and 2013, the Agency incurred fundraising expenses of \$286,086 and \$220,806, respectively.

Note 13 - Related Party Transactions

The Agency subcontracts with LifeShare, Inc. to provide various care services to Agency consumers. LifeShare, Inc. is an organization whose President and CEO is related to the Agency's Chief Executive Officer. Subcontractor fees incurred with respect to LifeShare, Inc. totaled \$1,470,894 and \$1,613,885 for the years ended June 30, 2014 and 2013, respectively. The Agency owed LifeShare, Inc. \$30,580 at June 30, 2014 and \$8,090 as of June 30, 2013 and these amounts are included in accounts payable in the accompanying financial statements.

The Agency contracts with a company to administer substantially all of its employee benefit programs. The principal of this company is a member of the Agency's Board of Directors. The Agency paid fees of \$294,268 and \$311,216 to this company for the years ended June 30, 2014 and 2013, respectively. The Agency owed this company \$17,776 at June 30, 2014 and \$288 at June 30, 2013. These amounts are included in accounts payable in the accompanying financial statements.

Agency by-laws require that one-third of the elected members of the Board of Directors be clients or family members of clients. In some cases these board members participate in the Family Directed Services program under which the family manages the provision of services to their child (clients of the Agency), resulting in payments being made by the Agency to the family.

Note 14 - Commitments

The Agency has entered into various operating lease agreements for vehicles and equipment. The lease terms are generally for one to five years. Rent expense for equipment and vehicle rentals for the years ended June 30, 2014 and 2013, amounted to \$163,991 and \$173,722, respectively.

The approximate future minimum lease payments on the above operating leases are as follows:

2015	152,466
2016	77,411
2017	30,917
2018	<u>24,189</u>
	<u>\$ 284,983</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Note 15 - Contingencies

The Agency receives funds from state and Federal sources and is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. Funds received under these agreements are subject to audit and potential adjustment by the governmental agencies. Management believes that the results of any audit would not have a material effect on the financial statements; consequently, no provision for any adjustments that may result from future audits has been made in the financial statements.

Note 16 - Concentration of Risk

For the years ended June 30, 2014 and 2013, approximately 90% of the Agency's total revenue and support was derived from the State of New Hampshire Medicaid program. The future existence of the Agency is dependent upon continued support from Medicaid.

Laws and regulations governing the Medicaid program are extremely complex and subject to interpretation. As a result, there is a reasonable possibility that recorded estimates may change by a material amount in the near term.

In order for the Agency to receive Medicaid funding, it must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services, as the provider of services for developmentally disabled individuals for its service area. On April 3, 2008, the Agency was redesignated as an approved provider through September 30, 2012. The state has extended the redesignation to September 30, 2015.

The State of New Hampshire changed its Medicaid fiscal intermediary on April 1, 2013. During a portion of the transition period between fiscal intermediaries, the Agency was not able to submit billings for services rendered. In order to assist with the Agency's cash flow needs, the State issued a series of advances to the Agency between March and June 2013. As of June 30, 2013, advances to be repaid totaled \$3,308,861. During the year ended June 30, 2014, the Agency repaid all advances to the State.

The Agency underwent a state realignment process in January 2013, which revised the level of service for certain clients for which the Agency provides services. As a result of this process, the Agency owed the State approximately \$1,100,000 as of June 30, 2013. During the year ended June 30, 2014, the Agency repaid the full amount to the State.

Note 17 - Risks and Uncertainties

The Agency invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near-term and that such changes could materially affect the investment balances.

Note 18 - Subsequent Events

Management has evaluated subsequent events through September 30, 2014, the date the financial statements were issued.

THE MOORE CENTER
BOARD OF DIRECTORS
2015

OFFICERS

Mike Reed, Chair

Dan Cronin, Vice Chair

Deb Davis Thum, Treasurer

Sue Majewski, Secretary

Mary Ann Aldrich

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100 Hitchcock Way

Manchester, NH 03104

Phone: 695-2500

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Mary.Ann.Aldrich@Hitchcock.ORG

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Phone: (603) 625-4653

E-Mail: david@bellmans.com

Home:



Mike Benton (*)

Office: Executive Health & Sports Center

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Dan Cronin

Office: CGI Employee Benefits Group

171 Londonderry Turnpike

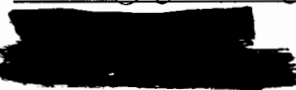
Hooksett, NH 03106

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E-Mail:

dcronin@cgibenefitsgroup.com

Home:



Matt Kfoury

Office: Central Paper Products

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Brown Ave Industrial Park

Manchester, NH 03103

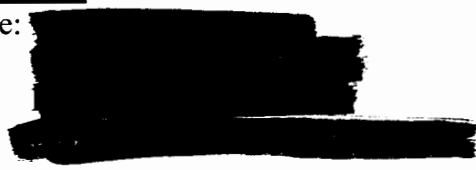
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Mark Lore

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Sue Majewski

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Home:

E-Mail:

(*) = Represents Consumers

Revised February 2014

Paul S. Boynton

paul.boynton@moorecenter.org

Profile

Highly qualified non-profit executive with expertise in strategic planning, business development, operations, fund raising and board development. Ability to develop and then translate critical and complex strategies into effective plans. Consistent delivery of results as demonstrated by the satisfaction of internal and external customers. Able to operate and be influential in local, state and national arenas and in politically complex and challenging situations. Decisive and action-oriented with a focus on strategic leadership issues. Open, collaborative leadership style that promotes personal and organizational integrity and continuous improvement. A leader with more than a 35-year history in the healthcare, human services and non-profit world. Currently President and CEO of non-profit corporation with \$40 million annual budget and workforce of 450.

Skills Summary

- Strategic/big picture thinker
 - High degree of personal integrity
 - Coach/Motivator/Team Builder
 - Relationship builder
 - Teacher/counselor
 - Print and broadcast media savvy
 - Entrepreneur
 - Collaborator
 - Action-oriented management style
 - Board leadership
 - Exceptional verbal and written skills
 - Inspirational speaker
 - Creative problem solver
 - Astute decision maker
 - New program development
-

Professional Experience

STRATEGIC PLANNING. Identifies, analyzes and interprets emerging trends, competitive market position and available opportunities so specific actions can be planned with an emphasis on prioritization and resource allocation. Plays a leadership role with the Board, senior leadership and other key stakeholders to shape and guide the evolution, development and execution of the strategic plan.

PUBLIC RELATIONS & DEVELOPMENT/FUNDRAISING. Understands the fundamentals of public relations from both a strategic and crisis perspective. Sought out for expert commentary. Direct experience with capital campaigns from concept and feasibility study through implementation. Created a new Development Department including initiatives in the areas of planned giving, special events, annual appeals and grants.

COMMUNITY COLLABORATION. Highly visible, resourceful community leader. Operates within the larger community to create collaborations that benefit the greater good while advancing the organization's mission and goals. Highly effective at forming advantageous partnerships for all parties. Active on many non-profit boards and advisory groups throughout the state.

TURNAROUND AGENT. Led a comprehensive organizational turnaround including financial, operations, quality and culture. Hired as CEO to bring an organization from a \$ 500K annual loss to a financially stable position. Delivered surplus budgets for 14 years and oversaw the purchase of a permanent new home for the organization.

Employment History

MOORE CENTER SERVICES, INC. – Manchester, NH, President & CEO, 1997-Present

EASTER SEAL SOCIETY OF NH – Manchester, NH, Vice President, 1985-1997
Rehabilitation Center Director, 1982-1985
Director of Special Education, 1978-1985
Director of Social Services, 1971-1978

Education

GODDARD COLLEGE – Plainfield, VT
MA in Counseling, 1976

UNIVERSITY OF NH – Durham, NH
BA in Social Work, 1973

Professional Associations Current and Recent

STATE WORKFORCE INVESTMENT BOARD, Concord, NH – Member of the Board of Directors

CATHOLIC MEDICAL CENTER, Manchester, NH – Past Secretary of the Board of Directors, Past Member of the Executive Committee, Past Member of the Nominating Committee, Past Member of the Development Advisory Committee, Past Chair of the Strategic Planning Committee

BEDFORD AMBULATORY SURGICAL CENTER, LLC, Bedford, NH – Past Member of the Board of Directors

SENIORS COUNT, Manchester, NH – Past Chair of the Collaborative Council

MUSICIANS FOR A CAUSE, Londonderry, NH – Past Member of the Board of Directors

PASTORAL COUNSELING SERVICES, Manchester, NH – Past Chair of the Board of Directors

SPECIAL OLYMPICS OF NEW HAMPSHIRE, Manchester, NH – Past member of the Board of Directors

Additional Accomplishments

MANCHESTER COMMUNITY TELEVISION, Manchester, NH – Host of “YES” TV Show

“BEGIN WITH YES,” Manchester, NH – Consultation/Corporate Coaching

SHAUGNESSY FINANCIAL GROUP & EXCEPTIONAL PARENT MAGAZINE – EP Maxwell J. Schleifer
“Distinguished Service Award” recipient

PASTORAL COUNSELING SERVICES, Manchester, NH – “Good Samaritan Award” recipient for Media / Arts

THE CORPORATE FUND, Walter J. Dunfey Award for “Excellence in Management” Award Recipient on behalf of Moore Center Services.

SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, NH – “Community Partner Leadership Award” recipient on behalf of Moore Center Services.

JOURNEYMEN MAGAZINE, Editor/Publisher

NUMEROUS PUBLICATIONS

Websites of Interest:

www.moorecenter.org

www.beginwithyes.com

www.yesontv.com

JANET C. BAMBERG

Highly qualified executive with expertise in general management, operations, financial analysis, planning and program and staff development. Experience in leading and working effectively with volunteer boards and staff at all levels.

- Strategic Planning
- Financial Analysis & Control
- Profit Center Budgeting
- Contract Negotiations / Management
- General / Operations Management
- Program / Organizational Restructuring
- Change Management
- Mergers / Acquisitions
- Third Party Reimbursement (Medicare Prospective Payment)
- Utilization Management
- Disease State Management
- Service Delivery Design

An intuitive coach, consultant and mentor with a keen ability to assess situational dynamics, adjust to changing market demands and conditions and design strategic plans and programs for optimal organizational results.

EXPERIENCE

MOORE CENTER SERVICES, Manchester, NH

2005- present

A \$30M Human Services organization serving adults and children in the greater Manchester area

Chief Financial Officer

Responsible for the accounting, business office, planning, facilities, human resources and technology functions.

- Oversight responsibilities to assure accurate and timely Medicaid billing.
- Reports financial performance to Board of Directors
- Negotiates organizational contracts and insurance plans
- Redesign of organizational planning process

JANET BAMBERG CONSULTANTS, Newbury, MA

1999-2005

An independent consultant and corporate coach. Recent engagements include:

- Acting CEO/Executive Director for a midsize Visiting Nurse Association in Massachusetts. In this position directed an extensive agency turn-around, including returning the agency to a position of significant financial surplus from major losses while creating a productive and effective work environment.
- Special Assistant to the CEO for a \$25M human service agency in New Hampshire. Responsibilities have included oversight of a major service delivery redesign, re-engineering of a key department, initiation of an organization-wide quality initiative and individual coaching of selected staff emphasizing skill development and communications.

VNA CARE NETWORK, INC., Waltham, MA

1996-1999

A \$26M provider of home and community based services including hospice, adult and child day care to resident in 130 cities and towns in eastern Massachusetts.

Chief Operating Officer (1997-1999)

Responsible for overall operations of organization's home health care business. (\$21M budget, 450 employees)

- Directed on-going redesign of service delivery system, including introduction of integrated team structure, infrastructure and staffing model to support disease state management.
- Developed and introduced a utilization management process to operate effectively and efficiently within HCFA National Home Health Prospective Pay Demonstration Project. System resulted in delivery of care that was both cost-effective and produced favorable clinical outcomes.
- Selected by the National Association of Home Care to present a national seminar on preparing for prospective payment in the home care industry.

Vice President Systems Management and Quality (1996-1997)

- Initiated collection and analysis of disease specific utilization data to better identify trends, adjust practices accordingly and more effectively respond to customer needs.
- Designed structure for a newly created support department including clinical specialists, utilization review and quality improvement.
- Directed implementation of systems and practices from three separate organizations into one operational standard following merger.

MASSACHUSETTS EASTER SEAL SOCIETY, Worcester, MA

1987-1996

A \$12.5M affiliate of the National Easter Seal Society, provided programs and services to increase independence for individuals with disabilities in Massachusetts.

Vice President Programs and Services (1991-1996)

Responsible for overall functioning of organization's programs and services, including a statewide certified home health care program, a contract therapy department, technology program and various recreation and support programs.

- Directed growth of home health care program from a \$1.3M operation with an annual deficit to a self-supporting \$7.5M program.
- Re-organized department due to changing market conditions, external needs and internal opportunities. Incorporated technology into patient care documentation increasing both staff productivity and satisfaction.
- Initiated and facilitated inter-departmental planning and collaboration meeting organizational needs.

Director of Rehabilitation Services (1988-1991)

- Created and defined this new position combining management of the three fee program areas.
- Directed implementation of a trans-disciplinary management system for therapy, replacing a redundant discipline-based model.
- Realigned client and contract caseload into a financially viable operation in response to fiscal demands and regulatory needs.
- Developed management staff and promoted qualified individual to increasing levels of responsibility yielding both an innovative response to dynamic organizational needs and professional growth.

Director of Home Health Care (1987-1988)

- Introduced a new management perspective to a growing organizational department. Restructured regional and headquarters functions to support rapid growth. The Easter Seal Home Health Care program received the National Easter Seal Society award for Program Innovation in 1988.
- Provided training and support to the North Carolina Easter Seal affiliate to aid in their successful launch of a certified home health care program.

HEALTH CARE MANAGEMENT ASSOCIATES, INC., Lynnfield MA

1986-1987

Associate

Consultant to various health care organizations on areas of operations, program development and market and feasibility analysis. Assignments included:

- Conducted feasibility studies for retirement community development
- Planned marketing program and developed promotional materials for a retirement community
- Analyzed home health care acquisition candidates.
- Conducted operational analysis for long-term care facilities.

QUALITY CARE, INC. Rockville Centre, NY

1983-1986

Director of Medicare Support Services (1985-1986)

Corporate Director for a national home health care firm. Responsibilities included providing support for regional staff with legal, accounting, marketing and nursing department. Prepared budget for 28 freestanding agencies, assessed and evaluated potential acquisition, developed training programs, agency systems and division policies and procedures to comply with Medicare guidelines. Direct operational and profit and loss responsibility for several agencies including the divisional training center.

Developed corporate support functions for fastest growing division of company. Responsible for successful start-up of fifteen new agencies including hiring and training staff, licensing, certification and marketing of services. Developed policies and procedures.

Administrator (1983-1984)

Responsible for daily operations of the first certified agency of the company. Developed and introduced new operating procedures to increase efficiency between regions and headquarters.

EDUCATION

MBA, University of Massachusetts, Amherst, MA, 1983

Teaching Assistant, School of Management

BS, Major in Nursing, North College Park, Chicago, IL, 1978

Certified Corporate Business Coach, Corporate Coach University, 2001

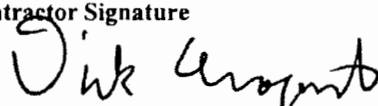
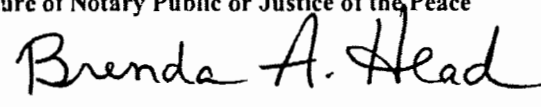
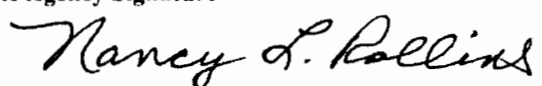
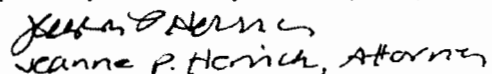
Subject: to provide Developmental and Acquired Brain Disorder Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name Moore Center Services, Inc.		1.4 Contractor Address 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	
1.5 Contractor Phone Number (603) 206-2700	1.6 Account Number 05-95-93-930010-7013-102-500731, 7852-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$408,230
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dick Anagnost, Chair	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>May 7, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Brenda A. Head, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Horvick, Attorney On: <u>4 June, 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

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5/10/13

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: community support/independent living services, day services, family-centered early supports and services, family support services, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders, and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Resident Review (PASRR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASRR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: Da

Date: 5/10/13

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

Contractor Initials: Do

Date: 5/10/13

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

Contractor Initials: *De*
Date: 5/10/13

2. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below.

<u>NAME/ADDRESS OF AGENCY</u>	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	21	14,079	L00
Community Integrated Services 250 Commercial Street, Suite 1002 Manchester, New Hampshire 03101	4	4,500	L95
GSIL Bancroft 163 Manchester Street, Unit 3 Concord, New Hampshire 03301	2	2,240	L57
TOTALS	27	20,819	

2.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.


2.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for

State Fiscal Years 2014 and 2015

Contractor Initials: *Da*

Date: *5/10/13*

- residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 2.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 2.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 2.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 2.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 2.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 2.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

Contractor Initials: 
Date: 5/10/13

3. DAY SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516- "Adult Day and Work Activities," He-M 507- "Day Habilitation," and/or He-M 518- "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	139	600,804	D01
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	1	2,000	D02
Easter Seal Society of New Hampshire, Inc. 555 Auburn Street Manchester, New Hampshire 03103	37	172,378	D51
Independent Services Network P. O. Box 1111 Manchester, New Hampshire 03105	29	138,324	D52
Community Strategies for New Hampshire 813 First New Hampshire Turnpike Northwood, New Hampshire 03261	6	26,273	D54
Bancroft Employment Services 340 Granite Street Manchester, New Hampshire 03102	11	36,565	D57

State Fiscal Years 2014 and 2015

Contractor Initials: *BS*
Date: 5/10/13

NAME/ADDRESS OF AGENCY


TOTAL ENROLLMENT

UNITS

COST CENTER CODE

Work Opportunities Unlimited 8030 South Willow Street Manchester, New Hampshire 03103	25	108,376	D58
LifeShare, Inc. 814 Elm Street Manchester, New Hampshire 03101	20	101,875	D59
Residential Resources 10 Ferry Street, Suite 313 Concord, New Hampshire 03301	2	10,301	D60
Community Services Council of New Hampshire 79 Sheep Davis Rd Pembroke, New Hampshire 03275. P.O. Box 2338 Concord, New Hampshire 03302-2338	2	8,781	D62
Toward Independent Living and Learning (TILL) New Hampshire, Inc. 70 Hancock Road Suite E Peterborough, New Hampshire 03458-1515	2	10,355	D63
Granite Bay Connections 205 North Main Street Concord, New Hampshire 03101	2	10,203	D66
Farmsteads of NE, Inc. 213 Center Road Hillsborough, New Hampshire 03244	4	19,387	D73

State Fiscal Years 2014 and 2015

Contractor Initials:  Date: 5/10/13

<u>NAME/ADDRESS OF AGENCY</u>	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
Independent Professional Practice Chenell Drive Concord, New Hampshire 03302	3	15,765	D74
Living Innovations 395 Main Street Unit 3 Salem, New Hampshire 03079	1	5,505	D83
APT 144 Dow Street Manchester, New Hampshire 03103	5	26,348	D85
Life Visions 9 Industrial Way Atkinson, New Hampshire 03811	3	11,306	D93
Siddharth Services 56 Sterling Ave. Hooksett, New Hampshire 03106	16	76,307	D75
Chesco 12 Wilson Road, PO Box 561 Keene, New Hampshire 03431	1	4,215	D69
Community Integrated Services 250 Commercial Street, Suite 1002 Manchester, New Hampshire 03101	1	4,622	D95
Crotched Mountain (CRS) 1 Vemey Drive Greenfield, New Hampshire 03047	2	10,269	D70

State Fiscal Years 2014 and 2015

Contractor Initials:

Date: 5/10/13

NAME/ADDRESS OF AGENCY

Community Bridges
2 Whitney Road
Concord, New Hampshire 03301

TOTAL ENROLLMENT	UNITS	COST CENTER CODE
1	5,915	D84
TOTALS	1,445,808	

3.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: *Rb*
Date: 5/10/13

4. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early intervention supports will be provided in accordance with the service description(s) cited below and in compliance with He-M 510- "Family-Centered Early Supports and Services."

<u>NAME AND ADDRESS OF AGENCY</u>	<u>TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS</u>	<u>COST CENTER CODE</u>
Easter Seal Society of New Hampshire, Inc. 555 Auburn Street Manchester, New Hampshire 03103	328	E51
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	327	E00
	TOTAL	655

4.2. The Contractor agrees that should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. FAMILY SUPPORT SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below, with He-M 519- "Family Support Services" and He-M 513- "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	FAMILIES SERVED	FAMILIES PROVIDED WITH RESPITE ONLY	FAMILIES PROVIDED WITH NON-RESPITE ONLY	FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS	COST CENTER CODE
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	705	30	495	180	56,455 F00& F01

5.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

6. IN-HOME SUPPORT SERVICES

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513- "Respite", He-M 517- "Environmental Modifications", and/or He-M 503 and 510- "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
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Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	44	528	700
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6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

6.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 6.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

NAME/ADDRESS OF AGENCY	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	ABD Day ABD Res DD Day DD Res	19,587 1,580 219,896 15,249	COO

7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

State Fiscal Years 2014 and 2015


Contractor Initials: *DF*
Date: *5/10/13*

7.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/16/13

8. RESIDENTIAL SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 100!-"Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	111	24,542	R00
Easter Seal Society of New Hampshire, Inc. 555 Auburn Street Manchester, New Hampshire 03103	26	6,832	R51
Independent Services Network P. O. Box III! Manchester, New Hampshire 03105	12	3,332	R52
Community Strategies for New Hampshire 813 First New Hampshire Turnpike Northwood, New Hampshire 03261	7	1,683	R54
LifeShare, Inc. 814 Elm Street Manchester, New Hampshire 03101	14	3,763	R59
Residential Resources 10 Ferry Street, Suite 313 Concord, New Hampshire 03301	1	300	R60
Toward Independent Living and Learning (TILL) New Hampshire, Inc. 70 Hancock Road Suite E Peterborough, New Hampshire 03458-1515	1	295	R63

1 271 R07
Brock Home
33 Fairview Road
Pittsfield, NH

1 343 R15
Carlton Palms Education Center
P.O. Box 1187
Bear, DE 19701-7187


2 600 R27
RoseMeadow
37 Briar Hill Road
New Boston, NH 03070

1 296 R76
Lakeview
244 Highwatch Road
Effingham, NH 03882

2 554 R79
Lakeview
244 Highway Road
Effingham, NH 03882

1 305 R82
Florida Institute of Neurological Rehab
1962 Vandolah Road
Wauchula, FL 33873

State Fiscal Years 2014 and 2015

Contractor Initials: 
Date: 5/10/13

NAME/ADDRESS OF AGENCY	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
Farmsteads of NE, Inc. 213 Center Road Hillsborough, New Hampshire 03244	4	1,126	R73
The Institute of Professional Practice, Inc. PO Box 2168 Concord, New Hampshire 03302-2168	4	929	R74
Granite Bay Connections 54 Old Suncook Rd Concord, New Hampshire 03301	2	574	R66
Siddarth Services 15 Post Rd Hooksett, New Hampshire 03106	18	4,840	R75
Chesco 12 Wilson Road, PO Box 561 Keene, New Hampshire 03431	1	265	R69
Community Integrated Services 250 Commercial Street, Suite 1002 Manchester, New Hampshire 03101	1	186	R95
Living Innovations 395 Main Street Unit 3 Salem, New Hampshire 03079	4	1,154	R83

State Fiscal Years 2014 and 2015

Contractor Initials: *AB*
Date: 5/16/13

TOTAL ENROLLMENT UNITS COST CENTER CODE

NAME/ADDRESS OF AGENCY

Community Services Council
 PO Box 2338
 Concord, New Hampshire 03302-2338

Community Bridges
 2 Whitney Road
 Concord, New Hampshire 03301

APT
 155 Dow Street, Suite 450
 Manchester, New Hampshire 03101

Crotched Mountain (CRS)
 1 Verney Drive
 Greenfield, New Hampshire 03047

TOTALS 222 54.428

8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.


8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

State Fiscal Years 2014 and 2015

Contractor Initials: BB
 Date: 5/14/13

- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: 

Date: 5/10/13

9. SERVICE COORDINATION

9.1. The Contractor agrees to employ 17 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 582 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 3 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 10 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."

9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.

9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:15. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.

9.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522- "Services to Persons with Acquired Brain Disorders."

<u>NAME/ADDRESS OF AGENCY</u>	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	Day 6 Res 6	Day 19,587 Res 1,580	C00
LifeShare, Inc. 814 Elm Street Manchester, New Hampshire 03101	Day 3	Day 12,230	D59
North Country Independent Living PO Box 518 North Conway, New Hampshire 03860	Day 1	Day 5,731	D87
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	Day 1	Day 5,868	D00
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047	Day 1	Day 5,246	D70
APT 144 Dow Street Manchester, New Hampshire 03103	Day 1	Day 5,461	D85
Residential Resources 39 Summer Street, Keene NH	Day 1	Day 5,398	D60

State Fiscal Years 2014 and 2015

Contractor Initials: *RL*
Date: 5/10/13

<u>(Residential/ABD):</u>	<u>NAME/ADDRESS OF AGENCY</u>	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
Rose Meadow 37 Briar Hill Road New Boston, NH 03070		5	1,576	R27
Robin Hill Farm P.O. Box 1067 Hillsborough, NH 03244		1	293	R68
Florida Institute for Neurological Rehab 1962 Vandolah Road Wauchula, FL 33873		1	302	R82
Residential Resources 10 Ferry Street, Suite 313 Concord, New Hampshire 03301		Res 1	Res 314	R60
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709		INT 7	INT 84	IOO
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709		Res 3	Res 791	ROO
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047		Res 1	Res 307	R70
APT 144 Dow Street Manchester, New Hampshire 03103		Res 1	Res 255	R85
LifeShare, Inc. 814 Elm Street Manchester, New Hampshire 03101		Res 3	Res 812	R59


North Country Independent Living
PO Box 518
North Conway, New Hampshire 03860

NeuroRestorative NH
639 Granite Street, Suite 215
Braintree, Massachusetts 02184

State Fiscal Years 2014 and 2015

Res 1 Res 276 R87

Res 1 Res 282 R94

Contractor Initials: 
Date: 5/10/13

SS ABD:

NAME/ADDRESS OF AGENCY

Community Integrated Services
250 Commercial Street, Suite 1002
Manchester, New Hampshire 03101

TOTAL ENROLLMENT UNITS COST CENTER CODE
CSS 1 CSS 3,107 L95

TOTALS DAY 8 DAY 39934
RES 20 RES 5,887
INT 7 INT 840
CSS 1 CSS 3 107

10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 10.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: AB
Date: 5/10/13

10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. CONSOLIDATED DEVELOPMENTAL SERVICES

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and with He-M 507- "Day Habilitation," He-M 518- "Employment Services," He-M 513- "Respite," and/or He-M 1001 - "Certification Standards for Community Residences."

NAME/ADDRESS OF AGENCY	TOTAL ENROLLMENT	UNITS	COST CENTER CODE
Moore Center Services, Inc. 195 McGregor Street, Unit 400 Manchester, New Hampshire 03102-3709	111	1,322	100
Total	111	1,322	

11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 11.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$328,230 and federal funds made available from the Catalog of Federal Domestic Assistance, CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$80,000.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any

Contractor Initials: *DB*

Date: 5/10/13

expenditures, which exceed the approved budgets, shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials: DO

Date: 5/10/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Moore Center Services, Inc. From: 7/1/2013 To: 6/30/2015
 (Contractor Name) (Period Covered by this Certification)

Dick Anagnost, Chair
 (Name & Title of Authorized Contractor Representative)

Dick Anagnost 5/10/13
 (Contractor Representative Signature) (Date)

Contractor Initials: DA
 Date: 5/10/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 through June 30, 2015

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.

Jib G. A.
(Contractor Representative Signature)

Dick Anagnost, Chair
(Authorized Contractor Representative Name & Title)

Moore Center Services, Inc.
(Contractor Name)

5/10/13
(Date)

Contractor Initials: *DA*
Date: *5/10/13*

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: DB

Date: 5/10/13

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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).

Contractor Initials: *DA*

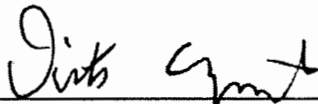
Date: 5/10/13

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____ (Contractor Representative Signature)	<u>Dick Anagnost, Chair</u> _____ (Authorized Contractor Representative Name & Title)
Moore Center Services, Inc. _____ (Contractor Name)	<u>5/10/13</u> _____ (Date)

Contractor Initials DA
Date: 5/10/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Dick Anagnost
(Contractor Representative Signature)

Dick Anagnost, Chair
(Authorized Contractor Representative Name & Title)

Moore Center Services, Inc.
(Contractor Name)

5/10/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

[Handwritten Signature]

(Contractor Representative Signature)

Dick Anagnost, Chair

(Authorized Contractor Representative Name & Title)

Moore Center Services, Inc.

(Contractor Name)

5/10/13

(Date)

Contractor Initials: *[Handwritten Initials]*

Date: *5/10/13*

NH Department of Health and Human Services

STANDARD EXHIBIT 1
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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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
Division of Community Based Care Services

Moore Center Services, Inc.

The State Agency Name

Name of the Contractor

Nancy L. Rollins

Dick Anagnost

Signature of Authorized Representative

Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Dick Anagnost
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Chair of the Board
Title of Authorized Representative

5/29/13

5/10/13

Date

Date

Contractor Initials: *DA*
Date: *5/10/13*

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.

Chris Gymb

Dick Anagnost, Chair

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Moore Center Services, Inc.

5/10/13

(Contractor Name)

(Date)

Contractor initials: *DA*
Date: *5/10/13*
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD 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: 073978223

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: _____

Contractor initials: AB
Date: 5/10/13
Page # _____ of Page # _____

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: The Moore Center

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16)				
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Paul Boynton, CEO	\$175,677	0.00%	85.00%	\$0.00
Janet Bamberg, Executive Vice President and CFO	\$122,346	0.00%	85.00%	\$0.00
Celia Calkins, Director of Case Management	\$54,517	0.00%	100.00%	\$0.00
Melissa Durocher, Manager of Case Management	\$38,605	0.00%	100.00%	\$0.00
Sharon Bray, Manager of Case Management	\$40,165	0.00%	100.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Northern Human Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 87 Washington Street, Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows to:

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$555,192.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1

A handwritten signature in black ink, appearing to be "EB", is written over the "Contractor Initials:" label. Below the signature, the date "4/27/15" is handwritten in black ink over the "Date:" label.



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/20/15
Date

Diane Langley
Diane Langley
Director

Northern Human Services

4/27/15
Date

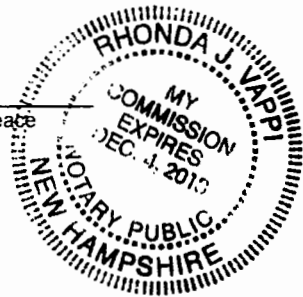
[Signature]
NAME
TITLE TREASURER

Acknowledgement:

State of NH, County of Carroll on April 27, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace



Contractor Initials: *[Signature]*
Date: 4/27/15

New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

MaryBeth Mistuk
Name: *MaryBeth Mistuk*
Title: *Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: *MB*
Date: *9/22/15*



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an “x” below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are



Exhibit A – Amendment 1

in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.



Exhibit A – Amendment 1

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START):

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management:

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry:

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS):

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS):

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. NHLeads:

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.



Exhibit A – Amendment 1

2.11.No Wrong Door System:

- 2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:
 - 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
 - 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
 - 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit A -1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.



Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.1.1.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
Northern Human Services	245	E11

- 3.2. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.1.1.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
Northern Human Services	483	73	321	89	102,798	F35

- 4.2. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the



Exhibit A –1

service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.
- 5.2. General Provisions:
 - 5.2.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
 - 5.2.1.1. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
 - 5.2.1.2. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
 - 5.2.2. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
 - 5.2.3. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
 - 5.2.4. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 5.2.4.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 5.2.4.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 5.2.4.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
 - 5.2.5. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
 - 5.2.6. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual

EMJ

4/27/15



Exhibit A –1

report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

- 5.3. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 5.3.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 5.3.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 5.3.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 5.3.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 5.3.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 5.3.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 5.3.7. Provide effective and evidence based family support practices, including but not limited to:
 - 5.3.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 5.3.7.2. Integrate family support services with other agency services in region;
 - 5.3.7.3. Incorporate the family support program within the agency's administrative structure;
 - 5.3.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 5.3.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - 5.3.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,

ECWJ

4/27/15



Exhibit A -1

- 5.3.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 5.3.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 5.3.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.3.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.3.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.3.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.3.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.3.14. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its



Exhibit A –1

discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. Residences Which May Also Provide Day Program Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."
- 7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-



Exhibit A –1

term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

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4/27/15



Exhibit A –1

9. Service Coordination

- 9.1. The Contractor agrees to employ 15 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 404 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."
- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the



Exhibit A –1

date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client’s opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the



Exhibit A –1

individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

- 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

Exhibit A-2 Northern Human Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living	Reg 1	L17	Community Support Service	39	86678
Community Participation Services	Reg 1	D61	Day	87	343142
	Reg 1	D05	Day	31	110589
	Reg 1	D04	Day	50	191751
	Reg 1	D03	Day	50	167609
	Reg 1	D01	Day	1	2000
In Home Supprt Services	Reg 1	I36	In Home Supports	22	2424
Residences Which May Also Provide Day Program Services	Reg 1	C10	Day	9	46767
	Reg 1	C10	Residential	10	3597
	Reg 1	C11	Day	8	38760
	Reg 1	C11	Residential	7	2555
	Reg 1	C12	Day	1	4005
	Reg 1	C12	Residential	1	365
	Reg 1	C15	Residential	1	365
	Reg 1	C16	Community Support Service	1	1800
	Reg 1	C16	Day	5	21227
	Reg 1	C16	Residential	4	1460
	Reg 1	C39	Day	6	44808
	Reg 1	C39	Residential	6	2190
	Reg 1	C41	Day	2	11406
	Reg 1	C41	Residential	3	1095
	Reg 1	C51	Day	7	25581
	Reg 1	C51	Residential	7	2555
Residentail Services	Reg 1	R15	Residential	163	58964
	Reg 1	R42	Residential	2	730
	Reg 1	R40	Residential	1	365
Services to Persons With Acquired Brain Disorders	Reg 1	C10	Day	5	20008

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4/27/15

Exhibit A-2 Northern Human Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	Reg 1	C10	Residential	6	2190
	Reg 1	C15	Day	1	2012
	Reg 1	C15	Residential	1	365
	Reg 1	C16	Day	3	12697
	Reg 1	C16	Residential	3	1095
	Reg 1	C49	Day	4	8858
	Reg 1	C49	Residential	3	1095
	Reg 1	I45	Consolidated Services	1	12
Participant Directed and Managed Services					
	Reg 1	I45	Consolidated Services	45	552

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4/27/15



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$88,798— 32% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$192,770— 68% General funds.
3. Payment Methodology
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
 - 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.



Exhibit B Amendment #1

- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.



Exhibit B Amendment #1

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
 - 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
 - 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
 - 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
4. Allocation of Funding
- 4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
 - 4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.
 - 4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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4/27/15



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The following paragraphs shall be added to the General Provisions of this Agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.

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4/27/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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Date

4/27/15

New Hampshire Department of Health and Human Services
Exhibit G Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

4/27/15
Date

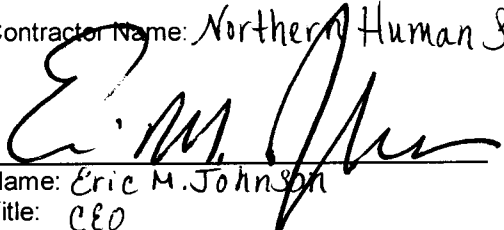
Contractor Name: Northern Human Services

Name: Eric M. Johnson
Title: CEO

Exhibit G Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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Date

4/27/15



Exhibit I - Amendment #1

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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4/27/15



Exhibit I Amendment #1

- 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

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4/27/15



Exhibit I Amendment #1

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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4/27/15



Exhibit I Amendment #1

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

EWTJ

4/27/15



Exhibit I Amendment #1

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

EMJ

4/27/15



Exhibit I Amendment #1

- 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.

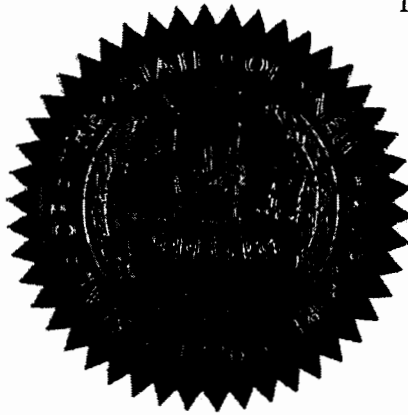
NH DHHS
 The State
Lorene Reagan
 Signature of Authorized Representative
Lorene Reagan
 Name of Authorized Representative
MSRN Bureau Chief
 Title of Authorized Representative
5/20/15
 Date

Northern Human Services
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Eric M. Johnson
 Name of Authorized Representative
CEO
 Title of Authorized Representative
4/27/15
 Date

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 Northern Human Services is a New Hampshire nonprofit corporation formed March 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Madeline Costello, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Northern Human Services.

(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 January 26, 2015:

(Date)

RESOLVED: That the Treasurer and Chief Executive Officer

(Title of Contract Signatory)

are 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 27th day of April, 2015.

(Date Contract Signed)

4. James Salmon is the duly elected Treasurer, and Eric M. Johnson is the duly elected Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

Madeline P. Costello

(Signature of the Elected Officer)

STATE OF New Hampshire

County of Carroll

The forgoing instrument was acknowledged before me this 27th day of April, 2015,

By Madelene Costello.

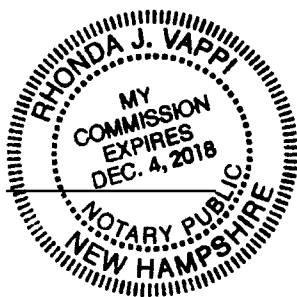
(Name of Elected Officer of the Agency)

Rhonda J. Vappi

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:



Client#: 1010836

NORTHNUM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/03/2015

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 USI Insurance Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123	CONTACT NAME: Christine.Skehan	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 484-652-5144
	E-MAIL ADDRESS: Christine.Skehanusi.biz		
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Philadelphia Insurance Company	23850
	INSURER B:	NH Employers Insurance Company	13083
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input 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"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1314102	03/31/2015	03/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1314102	03/31/2015	03/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB494557	03/31/2015	03/31/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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	ECC60040004322013A	09/30/2014	09/30/2015	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			PHPK1314102	03/31/2015	03/31/2016	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER State of NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>E. Arnold Jones</i>
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Statement of Mission

To assist people affected by mental illness, developmental disabilities and related disorders in living meaningful lives.

Statement of Vision

Everyone who truly needs our services can receive them, as we strive to meet ever-changing needs through advocacy, innovation, collaboration and skill.

AGENCY SERVICES

Service Coordination - Services will assess, plan, link, monitor and advocate for community based services and supports to enhance the lives of individuals with disabilities. Natural supports within the family and broader community will be strengthened to allow individuals to meaningfully participate in family and community life.

Family Support Services - Family support services will empower families who are caring for a family member with a developmental disability. Families will be encouraged to choose the supports they need; services will be provided in ways that support, rather than supplant, the family.

Community Employment Services - The community employment program will assist individuals to secure paid employment opportunities in the community. Employment will have economic value and will provide the individual with a valued role in their community.

Day Services - Day services will provide or arrange a program of supports which will develop and maximize independent functioning in such areas as self care, physical and emotional growth, safety, socialization, communication, education and employment. These services will be provided in an integrated manner using community resources accessible to all persons in an effort to promote inclusion and to develop personal relationships.

Residential Services - Residential services will provide supports such as community integration, functional skill development and family support to allow individuals to live where they choose and with whom they choose.

Mental Health Services - Mental health services will enable individuals to maximize their level of functioning by assessing and securing appropriate services which may include outpatient, emergency and inpatient treatment or referral to other Agency or community based services.

Family Centered Early Supports and Services - Services will screen, assess and secure appropriate services for children 0-3 years of age, who have or are at risk of being developmentally delayed, and their families. The services will take into account all facets of the child's life including physical, developmental and environmental concerns and involve the families as part of the intervention. Services will be provided directly, under contract or by referral.

Substance Abuse Services - Services will enable individuals with substance abuse issues to receive appropriate, community based prevention, educational and treatment services.

Financial Statements

NORTHERN HUMAN SERVICES, INC.

**FOR THE YEARS ENDED JUNE 30, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT**

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2014 AND 2013

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
<u>Financial Statements:</u>	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses, Totals For All Programs	6
Statement of Functional Expenses, Mental Health	7 - 9
Statement of Functional Expenses, Developmental Services	10 - 12
Notes to Financial Statements	13 - 22
<u>Supplementary Information:</u>	
Schedule of Functional Revenues and Expenses, Totals For All Programs	23
Schedule of Functional Revenues and Expenses, Mental Health	24 - 26
Schedule of Functional Revenues and Expenses, Developmental Services	27 - 29

To the Board of Directors of
Northern Human Services, Inc.
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization) which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2014.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 Northern Human Services, Inc. as of June 30, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2014 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Northern Human Services, Inc. June 30, 2013 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated September 30, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues and expenses on pages 23 - 29 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the 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.

Leone, McDonnell + Roberts
Professional Association

October 3, 2014
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2014 AND 2013**

ASSETS

	<u>2014</u>	<u>2013</u>
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 4,837,929	\$ 5,931,756
Cash and cash equivalents, designated	318,202	318,202
Accounts receivable, less allowance of \$280,000 for 2014 and 2013	2,199,034	2,921,773
Grants receivable	44,350	58,068
Assets, limited use	471,779	471,675
Due from related parties	291,041	143,792
Prepaid expenses and deposits	<u>198,857</u>	<u>213,832</u>
Total current assets	<u>8,361,192</u>	<u>10,059,098</u>
PROPERTY AND EQUIPMENT, NET	<u>201,211</u>	<u>61,474</u>
OTHER ASSETS		
Investments	1,548,598	35,265
Cash value of life insurance	<u>335,635</u>	<u>311,405</u>
Total other assets	<u>1,884,233</u>	<u>346,670</u>
Total assets	<u>\$ 10,446,636</u>	<u>\$ 10,467,242</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 293,998	\$ 291,266
Wages payable	521,864	443,459
Compensated absences payable	701,567	694,704
Other grants payable	25,453	32,557
Refundable advances	89,400	202,957
Medicaid contingency payments, State of New Hampshire	-	1,596,143
Client funds held in trust	<u>183,422</u>	<u>185,931</u>
Total liabilities	<u>1,815,704</u>	<u>3,447,017</u>
NET ASSETS		
Unrestricted		
Undesignated	8,059,025	6,447,368
Board designated	<u>318,202</u>	<u>318,202</u>
Total unrestricted	8,377,227	6,765,570
Temporarily restricted	1,288	2,238
Permanently restricted	<u>252,417</u>	<u>252,417</u>
Total net assets	<u>8,630,932</u>	<u>7,020,225</u>
Total liabilities and net assets	<u>\$ 10,446,636</u>	<u>\$ 10,467,242</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014 Total</u>	<u>2013 Total</u>
PUBLIC SUPPORT					
State and federal grants	\$ 773,864	\$ -	\$ -	\$ 773,864	\$ 908,600
Other public support	510,884	-	-	510,884	518,115
Local and county support	70,197	-	-	70,197	94,207
Donations	<u>354,916</u>	<u>3,297</u>	<u>-</u>	<u>358,213</u>	<u>245,406</u>
Total public support	1,709,861	3,297	-	1,713,158	1,766,328
OTHER REVENUES					
Program service fees	34,051,950	-	-	34,051,950	30,986,713
Production income	483,562	-	-	483,562	455,301
Other revenues	<u>391,694</u>	<u>-</u>	<u>-</u>	<u>391,694</u>	<u>389,106</u>
Total public support and other revenues	<u>36,637,067</u>	<u>3,297</u>	<u>-</u>	<u>36,640,364</u>	<u>33,597,448</u>
EXPENSES					
<u>Program Services</u>					
Mental health	10,431,530	-	-	10,431,530	11,290,116
Developmental services	<u>20,412,640</u>	<u>-</u>	<u>-</u>	<u>20,412,640</u>	<u>20,001,249</u>
Total program services	30,844,170	-	-	30,844,170	31,291,365
General management	<u>4,354,703</u>	<u>-</u>	<u>-</u>	<u>4,354,703</u>	<u>2,222,116</u>
Total expenses	<u>35,198,873</u>	<u>-</u>	<u>-</u>	<u>35,198,873</u>	<u>33,513,481</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES					
	<u>1,438,194</u>	<u>3,297</u>	<u>-</u>	<u>1,441,491</u>	<u>83,967</u>
NON-OPERATING INCOME (LOSS)					
Investment income, net	143,598	-	-	143,598	-
Gain on sale of property	1,024	-	-	1,024	-
Change in split-interest agreement	-	-	-	-	(34,096)
Change in cash value of life insurance	24,230	-	-	24,230	23,082
Interest income	23	341	-	364	1,108
Net assets released from restrictions	<u>4,588</u>	<u>(4,588)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>173,463</u>	<u>(4,247)</u>	<u>-</u>	<u>169,216</u>	<u>(9,906)</u>
Change in net assets	1,611,657	(950)	-	1,610,707	74,061
NET ASSETS, BEGINNING OF YEAR	<u>6,765,570</u>	<u>2,238</u>	<u>252,417</u>	<u>7,020,225</u>	<u>6,946,164</u>
NET ASSETS, END OF YEAR	<u>\$ 8,377,227</u>	<u>\$ 1,288</u>	<u>\$ 252,417</u>	<u>\$ 8,630,932</u>	<u>\$ 7,020,225</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,610,707	\$ 74,061
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	14,041	122,757
Unrealized gain on investments	(83,806)	-
Realized gain on investments	(41,406)	-
Gain on sale of property	(1,024)	-
Reinvested dividends	(18,386)	-
Change in split-interest agreement	-	34,096
Change in cash value of life insurance	(24,230)	(23,082)
(Increase) decrease in assets:		
Accounts receivable	722,739	(34,071)
Grants receivable	13,718	(9,319)
Assets, limited use	(104)	14,608
Due from related parties	(147,249)	155,548
Prepaid expenses and deposits	14,975	(13,850)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	2,732	5,520
Wages payable	78,405	(285,723)
Compensated absences payable	8,863	(7,272)
Other grants payable	(7,104)	16,024
Refundable advances	(113,557)	199,245
Medicaid contingency payments, State of New Hampshire	(1,596,143)	1,596,143
Client funds held in trust	(2,509)	(16,192)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>428,662</u>	<u>1,828,493</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(1,405,000)	-
Additions to property and equipment	(121,689)	(26,674)
Proceeds from sale of property	4,200	-
NET CASH USED IN INVESTING ACTIVITIES	<u>(1,522,489)</u>	<u>(26,674)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Split interest agreement released from restriction	-	(35,265)
Principal payments on capital lease	-	(16,256)
Distribution to annuitant	-	(1,554)
NET CASH USED IN FINANCING ACTIVITIES	<u>-</u>	<u>(53,075)</u>
NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS	(1,093,827)	1,748,744
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>6,249,958</u>	<u>4,501,214</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 5,156,131</u>	<u>\$ 6,249,958</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u> <u>Health</u>	<u>Developmental</u> <u>Services</u>	<u>Subtotals</u>	<u>General</u> <u>Management</u>	<u>2014</u> <u>Total</u>	<u>2013</u> <u>Total</u>
EXPENSES						
Salaries and wages	\$ 6,341,322	\$ 6,792,154	\$ 13,133,476	\$ 2,831,949	\$ 15,965,425	\$ 15,006,231
Employee benefits	1,298,714	1,554,200	2,852,914	577,666	3,430,580	2,915,249
Payroll taxes	468,116	536,675	1,004,791	210,766	1,215,557	1,178,694
Client wages	169,401	197,960	367,361	-	367,361	369,041
Professional fees	171,021	9,230,934	9,401,955	251,585	9,653,540	9,343,132
Staff development and training	35,572	22,275	57,847	9,440	67,287	42,168
Occupancy costs	519,437	560,428	1,079,865	166,809	1,246,674	1,248,019
Consumable supplies	203,786	277,876	481,462	69,238	550,700	532,706
Equipment expenses	72,323	37,965	110,288	18,814	129,102	218,866
Communications	158,058	129,638	285,696	84,862	370,358	384,822
Travel and transportation	300,752	803,475	1,104,227	44,885	1,149,112	1,130,149
Assistance to individuals	14,576	71,328	85,904	2,593	88,497	104,917
Insurance	48,182	56,388	104,570	24,314	128,884	132,952
Membership dues	45,236	27,226	72,462	49,223	121,885	90,412
Other expenses	<u>587,034</u>	<u>114,318</u>	<u>701,352</u>	<u>12,759</u>	<u>714,111</u>	<u>816,133</u>
Total expenses	<u>\$ 10,431,530</u>	<u>\$ 20,412,640</u>	<u>\$ 30,844,170</u>	<u>\$ 4,354,703</u>	<u>\$ 35,198,873</u>	<u>\$ 33,513,481</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Non-Specialized <u>Outpatient</u>	State Eligible Adult <u>Outpatient</u>	Outpatient <u>Contracts</u>	Children and <u>Adolescents</u>	Emergency Services <u>Non-BBH</u>	Other <u>Non-BBH</u>
EXPENSES						
Salaries and wages	\$ 552,811	\$ 732,415	\$ 186,273	\$ 713,714	\$ 479,728	\$ 172,308
Employee benefits	128,238	151,499	37,388	147,784	63,976	35,512
Payroll taxes	38,284	47,827	13,091	51,701	33,792	11,980
Client wages	-	-	-	-	-	-
Professional fees	16,880	14,652	3,714	32,029	7,175	17,981
Staff development and training	3,927	5,429	796	1,755	435	15,010
Occupancy costs	52,467	47,042	18,715	51,832	22,708	11,200
Consumable supplies	16,843	9,528	2,046	13,925	3,654	2,621
Equipment expenses	8,182	6,384	1,336	6,611	2,576	1,269
Communications	22,336	15,484	4,136	17,096	15,706	4,086
Travel and transportation	5,404	11,602	2,702	49,409	1,905	8,294
Assistance to individuals	2,507	-	13	911	-	4
Insurance	5,172	6,218	1,472	6,006	2,599	1,419
Membership dues	6,792	10,078	692	3,569	922	833
Other expenses	<u>27,495</u>	<u>22,680</u>	<u>306</u>	<u>14,152</u>	<u>33,204</u>	<u>475</u>
Total expenses	\$ <u>887,338</u>	\$ <u>1,080,838</u>	\$ <u>272,680</u>	\$ <u>1,110,494</u>	\$ <u>668,378</u>	\$ <u>282,992</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Bureau of Drug & Alcohol <u>Services</u>	Health <u>Mentors</u>	Vocational <u>Services</u>	Restorative Partial <u>Hospital</u>	Case <u>Management</u>	Supportive <u>Living</u>
EXPENSES						
Salaries and wages	\$ 121,113	\$ 73,154	\$ 105,613	\$ 93,815	\$ 773,354	\$ 671,865
Employee benefits	28,418	13,278	18,144	21,731	164,051	132,135
Payroll taxes	8,653	5,671	17,173	7,101	56,838	50,145
Client wages	-	-	101,001	-	-	-
Professional fees	2,743	1,000	1,621	1,518	21,222	10,910
Staff development and training	1,525	13	1,404	206	1,226	703
Occupancy costs	9,680	4,377	10,514	15,885	54,077	45,031
Consumable supplies	1,758	1,638	5,764	30,978	20,625	17,845
Equipment expenses	1,029	589	3,640	1,833	7,670	6,085
Communications	2,458	1,592	2,343	1,532	23,507	11,852
Travel and transportation	1,798	6,921	16,975	1,124	54,300	67,419
Assistance to individuals	-	-	24	641	242	5,709
Insurance	1,153	543	716	809	6,378	5,157
Membership dues	924	10,423	247	274	2,237	1,770
Other expenses	<u>27,996</u>	<u>-</u>	<u>3,789</u>	<u>16,852</u>	<u>276,279</u>	<u>95,127</u>
Total expenses	<u>\$ 209,248</u>	<u>\$ 119,199</u>	<u>\$ 288,968</u>	<u>\$ 194,299</u>	<u>\$ 1,462,006</u>	<u>\$ 1,121,753</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES

MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2014

WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Community Residences</u>	<u>Disaster Behavioral Health (DBHRT)</u>	<u>Victims of Crime Act Program</u>	<u>ACT Team</u>	<u>Other Mental Health Programs</u>	<u>Total Mental Health Programs</u>	<u>2013 Total</u>
EXPENSES							
Salaries and wages	\$ 662,341	\$ 48,110	\$ 429,904	\$ 491,094	\$ 33,710	\$ 6,341,322	\$ 6,887,244
Employee benefits	137,712	9,159	98,373	103,183	8,133	1,298,714	1,279,435
Payroll taxes	49,582	3,723	28,520	35,529	8,506	468,116	530,375
Client wages	-	-	-	165	68,235	169,401	178,917
Professional fees	3,611	860	12,176	22,381	548	171,021	180,643
Staff development and training	32	322	2,438	347	4	35,572	23,959
Occupancy costs	44,372	4,401	31,387	68,747	27,004	519,437	565,772
Consumable supplies	22,097	962	4,880	12,023	36,599	203,786	211,176
Equipment expenses	3,729	345	3,637	3,821	13,587	72,323	92,293
Communications	7,678	1,787	9,910	8,846	5,729	156,058	187,817
Travel and transportation	15,717	3,146	10,975	41,512	1,549	300,752	345,347
Assistance to individuals	4,451	-	-	-	74	14,578	14,226
Insurance	1,710	424	3,911	4,176	319	48,182	60,658
Membership dues	578	143	3,373	1,449	932	45,236	36,541
Other expenses	13,044	-	3,616	52,005	14	587,034	685,713
Total expenses	\$ 966,654	\$ 73,362	\$ 643,100	\$ 845,278	\$ 204,943	\$ 10,431,530	\$ 11,290,116

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Residential Only</u>
EXPENSES					
Salaries and wages	\$ 638,850	\$ 110,894	\$ 2,856,979	\$ 268,397	\$ -
Employee benefits	150,507	27,312	681,371	64,545	-
Payroll taxes	48,635	9,501	234,338	20,546	-
Client wages	-	3,633	165,062	-	-
Professional fees	60,098	870	56,518	128,095	218,610
Staff development and training	198	7	4,931	2,553	-
Occupancy costs	48,607	15,460	230,643	7,682	-
Consumable supplies	9,896	2,903	72,479	8,707	-
Equipment expenses	3,385	620	20,137	843	-
Communications	7,359	2,977	48,937	15,365	-
Travel and transportation	19,582	14,419	509,099	78,808	-
Assistance to individuals	64	313	30,605	69	-
Insurance	5,329	1,074	24,158	2,334	-
Membership dues	1,277	1,122	13,819	766	-
Other expenses	<u>594</u>	<u>-</u>	<u>27,986</u>	<u>48,477</u>	<u>-</u>
Total expenses	<u>\$ 992,381</u>	<u>\$ 191,105</u>	<u>\$ 4,977,072</u>	<u>\$ 647,187</u>	<u>\$ 218,610</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Independent Living Services</u>	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Children's Housing</u>
EXPENSES					
Salaries and wages	\$ 288,100	\$ 1,547,791	\$ -	\$ 192,705	\$ -
Employee benefits	59,248	376,785	-	52,007	16
Payroll taxes	22,086	116,335	-	14,593	9
Client wages	-	12,497	-	1,614	-
Professional fees	24,409	4,557,804	2,196,660	1,102	32,641
Staff development and training	951	7,847	-	-	-
Occupancy costs	18,373	164,627	-	42,425	-
Consumable supplies	3,886	138,710	-	7,825	1
Equipment expenses	1,249	7,678	-	614	5
Communications	3,857	41,199	-	1,944	-
Travel and transportation	14,779	69,985	-	6,689	-
Assistance to individuals	3,433	6,343	-	166	-
Insurance	2,148	12,529	-	1,498	-
Membership dues	567	5,776	-	345	-
Other expenses	6,712	29,163	-	5	-
	<u>\$ 449,798</u>	<u>\$ 7,095,069</u>	<u>\$ 2,196,560</u>	<u>\$ 323,532</u>	<u>\$ 32,672</u>
Total expenses					

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2013 Total</u>
EXPENSES						
Salaries and wages	\$ 411,071	\$ 22,697	\$ 20,987	\$ 433,683	\$ 6,792,154	\$ 6,772,426
Employee benefits	84,593	5,119	6,078	46,619	1,554,200	1,426,671
Payroll taxes	34,550	1,636	1,612	34,834	536,675	563,765
Client wages	-	-	-	15,154	197,960	190,124
Professional fees	800,726	408,727	302,479	442,295	9,230,934	8,886,348
Staff development and training	-	-	165	5,623	22,275	13,079
Occupancy costs	1,824	675	2,440	27,672	560,428	596,819
Consumable supplies	6,943	3,293	320	22,713	277,676	287,096
Equipment expenses	1,048	68	88	2,230	37,965	64,035
Communications	4,028	181	210	3,581	129,638	145,533
Travel and transportation	57,952	-	4,613	27,549	803,475	776,647
Assistance to individuals	18,743	400	-	11,192	71,328	88,001
Insurance	3,248	186	225	3,659	56,388	62,074
Membership dues	2,472	43	51	988	27,226	12,750
Other expenses	-	-	-	1,371	114,318	115,881
Total expenses	\$ 1,427,198	\$ 443,025	\$ 339,268	\$ 1,079,163	\$ 20,412,640	\$ 20,001,249

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

Basis of Accounting

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2014 and 2013, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. 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 Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Vehicles	5 – 10 years
Equipment	3 – 10 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Investments

Investments consist of mutual funds and interest bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Split Interest Agreement

The Organization's split-interest agreement included a charitable gift annuity. The underlying assets of the agreement were invested in cash, money market funds, and mutual funds. Charitable gift annuities generally pay a fixed, predetermined amount over a specific period of time to the donor or a third party, after which the principal is made available to the Organization. A liability is established for the present value of the estimated future payments to the beneficiaries, with the difference between the liability and the fair value of the proceeds received by the Organization recorded as a contribution. During the year ended June 30, 2013, the terms of the

Organization's sole charitable gift annuity agreement were satisfied. Consequently, the remainder of the temporary restriction on the assets was relieved, and the Organization reclassified the assets as investments.

Accrued Earned Time

The Organization 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.

Program Service Fee Revenue

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Advertising

The Organization expenses advertising costs as incurred.

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 accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2013, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting activities benefited.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2010.

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 3, 2014, the date the June 30, 2014 financial statements were available for issuance.

2. ASSETS, LIMITED USE

As of June 30, 2014 and 2013, assets, limited use consisted of the following:

	<u>2014</u>	<u>2013</u>
Donor restricted cash	\$ 253,705	\$ 254,655
Client funds held in trust	183,422	185,931
Employee benefits	<u>34,652</u>	<u>31,089</u>
Total assets, limited use	<u>\$ 471,779</u>	<u>\$ 471,675</u>

3. PROPERTY AND DEPRECIATION

As of June 30, 2014 and 2013, property and equipment consisted of the following:

	<u>2014</u>	<u>2013</u>
Vehicles	\$ 489,702	\$ 585,719
Equipment	<u>2,744,980</u>	<u>2,744,980</u>
Total property and equipment	3,234,682	3,330,699
Less accumulated depreciation	<u>3,033,471</u>	<u>3,269,225</u>
Property and equipment, net	<u>\$ 201,211</u>	<u>\$ 61,474</u>

Depreciation expense was \$14,041 and \$122,757 for the years ended June 30, 2014 and 2013, respectively.

4. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2014 and 2013:

	<u>2014</u>		<u>2013</u>	
	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>
Investments				
Domestic equity funds	\$ 665,979	\$ 612,068	\$ 17,931	\$ 14,484
International equity funds	330,138	309,600	3,088	3,818
Fixed income funds	495,610	482,758	9,366	9,008
Other mutual funds	44,644	43,058	3,665	2,831
Money market funds	<u>12,227</u>	<u>12,227</u>	<u>1,215</u>	<u>1,215</u>
Total	<u>\$ 1,548,598</u>	<u>\$ 1,459,711</u>	<u>\$ 35,265</u>	<u>\$ 31,356</u>

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

Investment income is comprised of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Interest and dividends	\$ 18,386	\$ -
Unrealized gain on investments	83,806	-
Realized gain on investments	<u>41,406</u>	<u>-</u>
Net income from investments	<u>\$ 143,598</u>	<u>\$ -</u>

Investment management fees for the year ended June 30, 2014 were \$5,081. There were no investments fees for the year ended June 30, 2013.

5. FAIR VALUE MEASUREMENTS

FASB ASC Topic No. 820-10 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 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 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 *ASC Topic 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.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2014 and 2013.

The table below segregates all financial assets and liabilities as of June 30, 2014 and 2013 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	<u>2014</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual Funds				
Domestic equity funds	\$ 665,979	\$ -	\$ -	\$ 665,979
International equity funds	330,138	-	-	330,138
Fixed income funds	495,610	-	-	495,610
Other funds	44,644	-	-	44,644
Money Market Funds	<u>12,227</u>	<u>-</u>	<u>-</u>	<u>12,227</u>
 Total investments at fair value	 <u>\$ 1,548,598</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 1,548,598</u>

	<u>2013</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual Funds				
Domestic equity funds	\$ 17,931	\$ -	\$ -	\$ 17,931
International equity funds	3,088	-	-	3,088
Fixed income funds	9,366	-	-	9,366
Other funds	3,665	-	-	3,665
Money Market Funds	<u>1,215</u>	<u>-</u>	<u>-</u>	<u>1,215</u>
 Total investments at fair value	 <u>\$ 35,265</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 35,265</u>

6. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All employees who work one thousand hours per year are eligible to participate after one year of employment. During the year ended June 30, 2014, the Organization implemented a 2% discretionary contribution allocated each pay period until further notice. Contributions totaled \$92,346 and \$0 for the years ended June 30, 2014 and 2013, respectively.

7. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2010, the Organization entered into a capital lease for technology equipment. Monthly payments for principal and interest were \$2,322. The thirty-six month lease agreement concluded during the year ended June 30, 2013.

For the years ended June 30, 2014 and 2013 the Organization had gross capitalized costs of capital leases of \$83,675 and accumulated depreciation of \$83,675.

8. CONCENTRATION OF CREDIT RISK

The Organization 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 for the years ended June 30, 2014 and 2013. In addition to FDIC coverage, certain deposits of the Organization are insured or collateralized through other means. 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. At June 30, 2014 and 2013 cash balances, in excess of FDIC coverage, aggregated \$5,209,293 and \$6,574,241, respectively.

9. CONCENTRATION OF RISK

For the years ended June 30, 2014 and 2013, approximately 87% and 86% of the total revenue was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. The Organization is scheduled for re-designation during May 2015, for both mental health and developmental services.

Medicaid receivables comprise approximately 85% and 90% of the total accounts receivable balances at June 30, 2014 and 2013, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to ten years. Rent expense under these agreements aggregated \$889,364 and \$915,078 for the years ended June 30, 2014 and 2013, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2015	\$ 818,908
2016	<u>2,427</u>
Total	<u>\$ 821,335</u>

See the Related Party Transactions footnote for information regarding lease agreements with a related party.

11. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

Due from Affiliate

At June 30, 2014 and 2013, the Organization had a receivable due from Shallow River in the amount of \$291,041 and \$143,792, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$728,525 and \$742,743 for the years ended June 30, 2014 and 2013, respectively.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2014 and 2013.

Donation

Although not required by an agreement between Shallow River and the Organization, Shallow River must donate the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. Donation revenue, from Shallow River to the Organization, aggregated \$327,277 and \$221,310 for the years ended June 30, 2014 and 2013, respectively.

12. MEDICAID CONTINGENCY PAYMENTS

During the year ended June 30, 2013 the State of New Hampshire implemented a change in the entity that processes Medicaid payments for the State, including such payments for mental health and developmental service providers (the area agencies). As this transition took place, it became apparent to the State of New Hampshire that the new service provider was initially unable to consistently reimburse the area agencies, including the Organization, due to various issues.

In order to aid the cash flows for the area agencies, the State of New Hampshire began disbursing cash, in advance of approved service billings. After the initial disbursements to the area agencies the State of New Hampshire began reducing payments for billed services to the area agencies by a portion of the advance payments. At June 30, 2014 and 2013, the Organization had a Medicaid contingency balance of \$0 and \$1,596,143, respectively.

13. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization 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 Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization insures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

14. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

	<u>2014</u>	<u>2013</u>
Dream Team Fund	\$ 1,132	\$ 1,179
Income earned on the Memorial Fund	<u>156</u>	<u>1,059</u>
Total temporarily restricted net assets	<u>\$ 1,288</u>	<u>\$ 2,238</u>

15. ENDOWMENT FUND AND PERMANENTLY RESTRICTED NET ASSETS

As a result of the June 30, 2006 merger of The Center of Hope For Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205 and subsections)* intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2014 and 2013, the endowment was entirely composed of permanently restricted net assets.

Changes in endowment net assets (at fair value) as of June 30, 2014 were as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Certificates of deposit beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	341	-	341
Withdrawals	<u>(341)</u>	<u>-</u>	<u>(341)</u>
Certificates of deposit end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

Changes in endowment net assets (at fair value) as of June 30, 2013 were as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Certificates of deposit beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	1,006	-	1,006
Withdrawals	<u>(1,006)</u>	<u>-</u>	<u>(1,006)</u>
Certificates of deposit end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

16. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2014 Total</u>	<u>2013 Total</u>
REVENUES						
Program service fees:						
Client fees	\$ 649,585	\$ 1,138	\$ 650,723	\$ -	\$ 650,723	\$ 695,529
Residential fees	29,530	120,107	149,637	-	149,637	183,238
Blue Cross	154,948	35,652	190,600	-	190,600	90,470
Medicaid	9,938,252	21,949,087	31,887,339	-	31,887,339	28,877,418
Medicare	666,284	-	666,284	-	666,284	579,473
Other insurance	217,692	65,162	282,854	-	282,854	318,276
Local educational authorities	-	169,598	169,598	-	169,598	178,928
Vocational rehabilitation	7,070	9,244	16,314	-	16,314	21,995
Other program fees	71	38,532	38,603	-	38,603	41,386
Production/service income	236,293	245,222	481,515	2,047	483,582	455,301
Public support:						
Local/county government	69,197	1,000	70,197	-	70,197	94,207
Donations/contributions	3,880	25,035	28,915	329,298	358,213	246,406
Other public support	290,687	-	290,687	-	290,687	285,499
Division of Alcohol and Drug Abuse Prevention/Recovery	149,460	-	149,460	-	149,460	199,525
Bureau of Developmental Services and Bureau of Behavioral Health	321,272	104,596	425,868	-	425,868	570,183
DCYF	-	-	-	-	-	5,833
Other federal and state funding:						
HUD	132,449	-	132,449	-	132,449	133,059
Other	41,750	14,603	56,353	9,734	66,087	-
Private foundation grants	214,086	-	214,086	6,111	220,197	232,616
Other revenues	63,142	147,971	211,113	180,581	391,694	389,106
Total public support and other revenues	13,185,648	22,926,945	36,112,593	527,771	36,640,364	33,597,448
EXPENSES						
Salaries and wages	\$ 6,341,322	\$ 6,792,154	\$ 13,133,476	\$ 2,831,949	\$ 15,965,425	\$ 15,006,231
Employee benefits	1,298,714	1,554,200	2,852,914	577,666	3,430,580	2,915,249
Payroll taxes	468,116	536,675	1,004,791	210,766	1,215,557	1,178,694
Client wages	169,401	197,980	367,381	-	367,361	369,041
Professional fees	171,021	9,230,934	9,401,955	251,585	9,653,540	9,343,132
Staff development and training	35,572	22,275	57,847	9,440	67,287	42,158
Occupancy costs	519,437	560,428	1,079,865	166,809	1,246,674	1,248,019
Consumable supplies	203,786	277,676	481,462	69,238	550,700	532,706
Equipment expenses	72,323	37,965	110,288	18,814	129,102	218,866
Communications	156,058	129,638	285,696	84,662	370,358	384,822
Travel and transportation	300,752	803,475	1,104,227	44,885	1,149,112	1,130,149
Assistance to individuals	14,576	71,328	85,904	2,593	88,497	104,917
Insurance	48,182	56,388	104,570	24,314	128,884	132,952
Membership dues	45,236	27,226	72,462	49,223	121,685	90,412
Other expenses	587,034	114,318	701,352	12,759	714,111	816,133
Total expenses	10,431,530	20,412,640	30,844,170	4,354,703	35,198,873	33,513,481
EXCESS (DEFICIENCY) OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	\$ 2,754,118	\$ 2,514,305	\$ 5,268,423	\$ (3,826,932)	\$ 1,441,491	\$ 83,967

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Non-Specialized Outpatient	State Eligible Adult Outpatient	Outpatient Contracts	Children and Adolescents	Emergency Services Non-BBH	Other Non-BBH
REVENUES						
Program service fees:						
Client fees	\$ 58,696	\$ 47,288	\$ -	\$ 23,221	\$ 33,357	\$ 370
Residential fees	-	-	-	-	-	-
Blue Cross	60,135	41,738	-	28,567	8,488	703
Medicaid	60,728	372,011	642,350	2,482,087	63,195	166,718
Medicare	182,247	381,386	-	-	9,655	134
Other insurance	57,024	35,646	-	38,848	10,880	683
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	-
Other program fees	71	-	-	-	-	-
Production/service income	581	-	-	-	-	-
Public support:						
Local/county government	69,197	-	-	-	-	-
Donations/contributions	3,880	-	-	-	-	-
Other public support	44,637	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	112,415	-
DCYF	-	-	-	-	-	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	4,485	2,835	872	8,564	1,498	2,215
Private foundation grants	12,043	-	-	623	-	201,245
Other revenues:	59,748	-	-	-	-	-
Total public support and other revenues	613,472	880,904	643,222	2,581,910	239,486	372,068
EXPENSES						
Salaries and wages	\$ 552,811	\$ 732,415	\$ 186,273	\$ 713,714	\$ 479,728	\$ 172,308
Employee benefits	128,238	151,499	37,388	147,784	63,978	35,512
Payroll taxes	38,284	47,827	13,091	51,701	33,782	11,980
Client wages	-	-	-	-	-	-
Professional fees	16,880	14,652	3,714	32,029	7,175	17,981
Staff development and training	3,927	5,429	796	1,755	435	15,010
Occupancy costs	52,487	47,042	18,715	51,832	22,706	11,200
Consumable supplies	16,843	9,528	2,046	13,925	3,854	2,621
Equipment expenses	8,182	6,384	1,336	6,811	2,578	1,269
Communications	22,338	15,484	4,136	17,096	15,708	4,086
Travel and transportation	5,404	11,602	2,702	49,409	1,905	8,294
Assistance to individuals	2,507	-	13	911	-	4
Insurance	5,172	6,218	1,472	6,006	2,599	1,419
Membership dues	6,792	10,078	692	3,569	922	833
Other expenses	27,495	22,680	306	14,152	33,204	475
Total expenses	887,338	1,080,838	272,680	1,110,494	668,378	282,992
EXCESS (DEFICIENCY) OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	\$ (273,866)	\$ (199,934)	\$ 370,542	\$ 1,471,416	\$ (428,892)	\$ 89,076

NORTHERN HUMAN SERVICES, INC.SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Bureau of Drug & Alcohol Services	Health Mentors	Vocational Services	Restorative Partial Hospital	Case Management	Supportive Living
REVENUES						
Program service fees:						
Client fees	\$ 30,916	\$ -	\$ 1,510	\$ 16,834	\$ 276,643	\$ 95,314
Residential fees	-	-	-	-	-	-
Blue Cross	11,914	-	-	-	-	-
Medicaid	72,877	-	151,377	246,255	1,535,779	2,263,792
Medicare	60,372	-	-	-	-	-
Other insurance	62,951	-	-	-	-	583
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	7,070	-	-	-
Other program fees	-	-	-	-	-	-
Production/service income	-	-	80,372	-	-	-
Public support:						
Local/county government	-	-	-	-	-	-
Donations/contributions	-	-	-	-	-	-
Other public support	-	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	149,460	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	111,447	1,500	-	-	-
DCYF	-	-	-	-	-	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	1,297	49	575	528	7,587	5,101
Private foundation grants	-	-	-	-	175	-
Other revenues	34	230	79	84	71	-
Total public support and other revenues	389,821	111,726	242,483	263,701	1,820,235	2,384,770
EXPENSES						
Salaries and wages	\$ 121,113	\$ 73,154	\$ 105,613	\$ 93,815	\$ 773,354	\$ 671,865
Employee benefits	28,418	13,278	18,144	21,731	164,051	132,135
Payroll taxes	8,653	5,671	17,173	7,101	56,898	50,145
Client wages	-	-	101,001	-	-	-
Professional fees	2,743	1,000	1,621	1,518	21,222	10,910
Staff development and training	1,525	13	1,404	206	1,226	703
Occupancy costs	9,680	4,377	10,514	15,885	54,077	45,031
Consumable supplies	1,758	1,638	5,764	30,978	20,625	17,845
Equipment expenses	1,029	589	3,640	1,833	7,670	6,085
Communications	2,458	1,592	2,343	1,532	23,507	11,852
Travel and transportation	1,798	6,921	16,975	1,124	54,300	67,419
Assistance to individuals insurance	1,153	543	716	809	6,378	5,157
Membership dues	924	10,423	247	274	2,237	1,770
Other expenses	27,996	-	3,789	16,862	276,279	95,127
Total expenses	209,248	119,199	288,968	194,299	1,462,006	1,121,753
EXCESS (DEFICIENCY) OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES						
	\$ 180,573	\$ (7,473)	\$ (46,485)	\$ 69,402	\$ 358,229	\$ 1,243,017

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Residences	Disaster Behavioral Health (DBHRT)	Victims of Crime Act Program	ACT Team	Other Mental Health Programs	Total Mental Health Programs	2013 Total
REVENUES							
Program service fees:							
Client fees	\$ 10,355	\$ -	\$ 4,889	\$ 50,192	\$ -	\$ 649,685	\$ 695,529
Residential fees	18,124	-	-	11,406	-	29,530	40,735
Blue Cross	-	-	2,779	624	-	154,948	34,886
Medicaid	1,039,165	-	64,024	777,894	-	9,938,252	9,029,338
Medicare	-	-	17,198	15,292	-	666,284	579,473
Other insurance	-	-	9,838	1,259	-	217,692	276,785
Local educational authorities	-	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	7,070	7,278
Other program fees	-	-	-	-	-	71	2,700
Production/service income	-	-	-	-	155,340	236,293	201,267
Public support:							
Local/county government	-	-	-	-	-	69,197	92,807
Donations/contributions	-	-	-	-	-	3,880	8,532
Other public support	-	68,650	177,400	-	-	280,687	285,499
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	149,460	199,525
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	95,910	-	321,272	288,514
DCYF	-	-	-	-	-	-	5,833
Other federal and state funding:							
HUD	132,449	-	-	-	-	132,449	133,059
Other	1,642	38	3,579	879	28	41,750	-
Private foundation grants	-	-	-	-	-	214,086	208,727
Other revenues	2,715	-	180	-	1	63,142	63,100
Total public support and other revenues	1,204,450	68,688	279,887	953,456	155,369	13,185,648	12,153,587
EXPENSES							
Salaries and wages	\$ 662,341	\$ 48,110	\$ 429,904	\$ 491,084	\$ 33,710	\$ 6,341,322	\$ 6,887,244
Employee benefits	137,712	9,159	98,373	103,183	8,133	1,298,714	1,279,435
Payroll taxes	49,582	3,723	28,520	35,529	8,506	468,116	530,375
Client wages	-	-	-	165	68,235	169,401	178,917
Professional fees	3,611	880	12,178	22,381	548	171,021	190,643
Staff development and training	32	322	2,438	347	4	35,572	23,959
Occupancy costs	44,372	4,401	31,387	68,747	27,004	519,437	565,772
Consumable supplies	22,097	962	4,880	12,023	36,599	203,786	211,176
Equipment expenses	3,729	345	3,637	3,821	13,587	72,323	92,293
Communications	7,678	1,787	9,910	8,846	5,729	158,058	187,817
Travel and transportation	15,717	3,146	10,975	41,512	1,549	300,752	345,347
Assistance to individuals	4,451	-	-	-	74	14,576	14,226
Insurance	1,710	424	3,911	4,176	319	48,182	60,658
Membership dues	578	143	3,373	1,449	932	45,236	36,541
Other expenses	13,044	-	3,816	52,005	14	587,034	685,713
Total expenses	966,654	73,382	643,100	845,278	204,943	10,431,530	11,290,116
EXCESS (DEFICIENCY) OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES							
	\$ 237,796	\$ (4,674)	\$ (363,213)	\$ 108,178	\$ (49,574)	\$ 2,754,118	\$ 863,471

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Residential Only</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ 371	\$ -	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	35,652	-
Medicald	1,034,932	-	4,744,779	858,793	251,617
Medicare	-	-	-	-	-
Other insurance	-	-	-	65,162	-
Local educational authorities	-	169,596	-	-	-
Vocational rehabilitation	-	-	9,244	-	-
Other program fees	-	-	31,807	6,725	-
Production/service income	-	-	184,381	-	-
Public support:					
Local/county government	-	-	1,000	-	-
Donations/contributions	-	681	24,354	-	-
Other public support	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	4,934	-
DCYF	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	910	-	228	12,100	-
Private foundation grants	-	-	-	-	-
Other revenues	60	-	44,502	167	-
Total public support and other revenues	1,035,902	170,277	5,040,666	983,533	251,617
EXPENSES					
Salaries and wages	\$ 638,850	\$ 110,894	\$ 2,856,979	\$ 268,397	\$ -
Employee benefits	150,507	27,312	681,371	64,545	-
Payroll taxes	46,635	9,501	234,338	20,546	-
Client wages	-	3,633	165,062	-	-
Professional fees	60,098	870	56,518	128,095	218,610
Staff development and training	198	7	4,931	2,553	-
Occupancy costs	48,607	15,460	230,643	7,682	-
Consumable supplies	9,896	2,903	72,479	8,707	-
Equipment expenses	3,385	620	20,137	843	-
Communications	7,359	2,977	48,937	15,365	-
Travel and transportation	19,582	14,419	509,099	78,808	-
Assistance to individuals	64	313	30,605	69	-
Insurance	5,329	1,074	24,158	2,334	-
Membership dues	1,277	1,122	13,819	766	-
Other expenses	594	-	27,996	48,477	-
Total expenses	992,381	191,105	4,977,072	647,187	218,610
EXCESS (DEFICIENCY) OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	\$ 43,521	\$ (20,828)	\$ 63,594	\$ 336,346	\$ 33,007

NORTHERN HUMAN SERVICES, INC.SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Independent Living Services	Family Residence	Combined Day/ Residential Vendor	Individual Supported Living	Children's Housing
REVENUES					
Program service fees:					
Client fees	\$ -	\$ 767	\$ -	\$ -	\$ -
Residential fees	-	87,210	-	25,186	-
Blue Cross	-	-	-	-	-
Medicaid	571,709	8,322,132	2,444,154	299,791	35,204
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	-	18,420	-	2,363	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
DCYF	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	465	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	20	11,865	-	2,759	-
Total public support and other revenues	<u>571,729</u>	<u>8,440,849</u>	<u>2,444,154</u>	<u>330,099</u>	<u>35,204</u>
EXPENSES					
Salaries and wages	\$ 288,100	\$ 1,547,791	\$ -	\$ 192,705	\$ -
Employee benefits	59,248	376,785	-	52,007	16
Payroll taxes	22,086	116,335	-	14,593	9
Client wages	-	12,497	-	1,614	-
Professional fees	24,409	4,557,804	2,196,560	1,102	32,641
Staff development and training	951	7,847	-	-	-
Occupancy costs	18,373	164,627	-	42,426	-
Consumable supplies	3,886	138,710	-	7,825	1
Equipment expenses	1,249	7,678	-	614	5
Communications	3,857	41,199	-	1,944	-
Travel and transportation	14,779	69,985	-	6,689	-
Assistance to individuals	3,433	6,343	-	166	-
Insurance	2,148	12,529	-	1,498	-
Membership dues	567	5,776	-	345	-
Other expenses	6,712	29,163	-	5	-
Total expenses	<u>449,798</u>	<u>7,095,069</u>	<u>2,196,560</u>	<u>323,532</u>	<u>32,672</u>
EXCESS (DEFICIENCY) OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>\$ 121,931</u>	<u>\$ 1,345,780</u>	<u>\$ 247,594</u>	<u>\$ 6,567</u>	<u>\$ 2,532</u>

NORTHERN HUMAN SERVICES, INC.SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Consolidated Services	Combined Day/ Residential Services	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2013 Total
REVENUES						
Program service fees:						
Client fees	\$ -	\$ -	\$ -	\$ -	\$ 1,138	\$ -
Residential fees	-	-	7,711	-	120,107	142,503
Blue Cross	-	-	-	-	35,652	55,584
Medicald	1,596,350	502,394	487,520	799,712	21,949,087	19,848,080
Medicare	-	-	-	-	-	-
Other insurance	-	-	-	-	65,162	41,491
Local educational authorities	-	-	-	-	169,596	178,928
Vocational rehabilitation	-	-	-	-	9,244	14,717
Other program fees	-	-	-	-	38,532	38,686
Production/service income	641	-	-	39,417	245,222	254,034
Public support:						
Local/county government	-	-	-	-	1,000	1,400
Donations/contributions	-	-	-	-	25,035	15,625
Other public support	-	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	99,662	104,596	281,669
DCYF	-	-	-	-	-	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	-	-	-	910	14,603	-
Private foundation grants	-	-	-	-	-	-
Other revenues	2,666	-	125	85,807	147,971	77,330
Total public support and other revenues	1,599,657	502,394	495,356	1,025,508	22,926,945	20,950,047
EXPENSES						
Salaries and wages	\$ 411,071	\$ 22,697	\$ 20,987	\$ 433,683	\$ 6,792,154	\$ 6,772,426
Employee benefits	84,593	5,119	6,078	46,619	1,554,200	1,426,671
Payroll taxes	34,550	1,636	1,612	34,834	536,676	563,765
Client wages	-	-	-	15,154	197,960	190,124
Professional fees	800,726	408,727	302,479	442,295	9,230,934	8,886,348
Staff development and training	-	-	165	5,623	22,275	13,079
Occupancy costs	1,824	675	2,440	27,672	560,428	596,819
Consumable supplies	6,943	3,293	320	22,713	277,678	287,096
Equipment expenses	1,048	88	88	2,230	37,965	64,035
Communications	4,028	181	210	3,581	129,638	145,533
Travel and transportation	57,952	-	4,613	27,549	803,475	776,647
Assistance to individuals	18,743	400	-	11,192	71,328	88,001
Insurance	3,248	186	225	3,659	56,388	62,074
Membership dues	2,472	43	51	988	27,226	12,750
Other expenses	-	-	-	1,371	114,318	115,881
Total expenses	1,427,198	443,025	339,268	1,079,163	20,412,640	20,001,249
EXCESS (DEFICIENCY) OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	\$ 172,459	\$ 59,369	\$ 156,088	\$ (53,655)	\$ 2,514,305	\$ 948,798

**NORTHERN HUMAN SERVICES
BOARD OF DIRECTORS**

		<u>Office</u>	<u>Ext.</u>	<u>Home</u>	<u>Term M/Y</u> <u>Began / End</u>
Officers:	Eric Johnson, CEO (Cell: 728-5434)	447-3347	3019		11.14 / 11.16
	Marti Faulkner, President				11.14 / 11.16
	Steve Michaud, Vice President				11.13 / 11.15
	James Salmon, Treasurer				11.13 / 11.15
	Maddie Costello, Secretary				11.13 / 11.15
Staff:	Dale Heon, CFO	447-3347	3022		
	Susan Wiggin, Executive Assistant	447-3347	3010		
	Suzanne Gaetjens-Olsen, MH Reg Administrator	447-3347	3039		
	Liz Charles, DD Reg Administrator	447-3347	3007		
Term Expire	<u>The Mental Health Center</u> 3 Twelfth St., Berlin, NH 03570	Charlie Cotton	752-7404	3360	
'16	Margaret McClellan, [REDACTED]				6/01
	<u>The Mental Health Center</u> 25 W. Main St., Conway, NH 03818	Jane MacKay	447-2111	3705	
	70 Bay St., Wolfeboro 03894		569-1884		
	<u>New Horizons</u> 626 Eastman Road, Center Conway, NH 03818	Mark Vincent	356-6310		
		Developmental Services Director			
'15	*Madelene Costello				9/06
'15	James Salmon				11/03
	<u>The Mental Health Center</u> 55 Colby St., Colebrook 03576	Charlie Cotton	237-4955	3502	
	69 Brooklyn St., Groveton 03582		636-2555		
	<u>Vershire Center</u> 24 Depot Street, Colebrook, NH 03576		636-2555		
'16	Judy Houghton				7/13
'17	Georgia Caron				[5/08]
	<u>White Mountain Mental Health</u> 29 Maple St., Box 599, Littleton 03561	Jane MacKay	444-5358	3415	
	<u>Common Ground</u> 24 Lancaster Road, Whitefield, NH 03584		837-9547		
'17	*Marti Faulkner				1992
'16	Bob Fink				1/07, 3/13
'16	*Jenn Pineo				11/10
'15	*Amy Mitz				10/12
	<u>Member-At-Large</u> *Stephen Michaud				11/02
	<u>Honorary Board Members</u> Caroline Gale				1984
	Natalie Peterson				1981
	*Felix Weingart, Jr.				1984

Executive Committee: Marge McClellan, Stephen Michaud, James Salmon, Marti Faulkner, Maddie Costello, Eric Johnson

Finance Committee: Marti Faulkner, Marge McClellan, Steve Michaud, Jim Salmon, Bob Fink, Dale Heon

Program Committee: Amy Mitz, Jenn Pineo, Marge McClellan, Judy Houghton, Suzanne Gaetjens-Olsen, Liz Charles

*Member representing consumer with developmental disability

DALE HEON

EMPLOYMENT HISTORY:

Apr. 2007 - Present

NORTHERN HUMAN SERVICES, Conway, NH

Job Title: Chief Financial Officer

- Responsible for all aspects of the financial direction of this private non-profit organization. Prepare and submit corporate budgets for the Developmental Disability and Metal Health Divisions to be submitted to the State of New Hampshire to ensure funding for the upcoming fiscal year. Maintain, control and supervise all Accounting, Information Technology and Payroll functions. Part of the management council providing direction for the parent as well as three subsidiary companies.

Jul. 1999 - Oct. 2006

BRANDPARTNERS INC. (formerly Willey Brothers, Inc.), Rochester, NH

Job Title: Controller

- Helped grow a new division (commercial construction management) from \$5 million in revenue per year in 1998 to over \$30 million in 2006. Total company revenue estimated to be over \$50 million in 2006.
- Instrumental in successful implementation of new project accounting software during period of high growth.
- Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility. Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K.
- Reviewed and signed off on SEC reporting related to my division. Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.
- Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

Dec 1995 - July 1999

CABLETRON SYSTEMS, INC., Rochester, NH

Job Title: Credit Analyst

- Collected commercial overdue accounts receivable for this \$1+ Billion revenue high tech company.
- Collection territory consisted mostly of government resellers; leasing companies and averaged \$12-\$15 million per month.
- Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts. Prepared journal entries for reconciliation of customer accounts; prepared short-term rental quotes for customers. Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing and inventory management.
- Supervised, recruited, and trained college interns.

Oct. 1989 to Dec 1995

WILLEY BROTHERS, INC., Rochester, NH

Job Title: Assistant Financial Manager

- As a Senior Manager, maintained all accounting systems for this \$11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel - Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.
- Managed DOS/MacIntosh cross platform computer network, responsible for all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

EDUCATION:

1996-1999:

PLYMOUTH STATE UNIVERSITY, Plymouth, NH - Master of Business Administration Program

M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society

1987 - 1991:

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH - Whittemore School of Business and Economics

B.S. in Business Administration

SOFTWARE RESOURCES: Microsoft Great Plains ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

REFERENCES: Will be furnished upon request.

ERIC M. JOHNSON

SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

Highly qualified Executive Manager offering more than 25 years of non-profit management and diverse program leadership experience within human service delivery systems. Results-focused and effectual leader with proven ability to provide stability in business despite unpredictable external forces. Talent for proactively identifying and resolving problems – reversing negative financial results, controlling costs, maximizing productivity, and delivering positive results. Strength and direct experience in:

- *Contract Development & Monitoring
- *Budget Development
- *Consumer Rights Protection
- *Policy Development
- *Inter-Agency Collaboration

- *Corporate Compliance
- *Quality Assurance
- *Program Development
- *Grant Writing
- *Personnel Management

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 – Present

- **CHIEF OF OPERATIONS** (1997 - 2013)
- **ASSOCIATE DIRECTOR OF DEVELOPMENTAL SERVICES** (1996 – 1997)
- **AREA DIRECTOR** (1994 – 1996)
- **REGIONAL COORDINATOR** (1987 - 1995)

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices.

Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services overseeing a budget of \$8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

ERIC M. JOHNSON

-Page 2-

CURRENTLY: Direct all operations of the agency and maintain compliance with three major State contracts totaling more than \$34 million dollars. Provide leadership for a 500-person workforce and

ELIZABETH CHARLES



WORK EXPERIENCE

Regional Coordinator, Developmental Services, Northern Human Services, Conway, NH, January 2006 – present. Primary responsibility is to coordinate region-wide activities and initiatives within the Developmental Services System. Other responsibilities include regular State reporting of various demographic, medical and financial information, coordination and facilitation of monthly DS Program Directors meetings, maintaining knowledge of State rules and regulations pertaining to Developmental Services and various other projects as necessary. Responsibility also includes supervision of the In Home Support Coordinator, Consumer Directed Services Coordinator and Community Care Waiver Coordinator.

Director of Programs and Services, The Center of Hope, North Conway, NH, September 2004 – January 2006. Supervise, lead and direct a team of Resource Service Coordinators to assure the best quality and most efficient support for the individuals receiving services. This role has overall responsibility for Individual Service Agreements, Residential, Day Supports and Service Coordination. Also responsible for intake eligibility and waitlist management including budgetary work. Participate as a member of the Agency Management Team.

Service Coordination Supervisor, The Center of Hope, North Conway, NH. Perform all the functions of a Service Coordinator as well as supervision of other Service Coordinators and administrative support staff. Agency liaison with the Family Support Council.

Other positions held at Center of Hope include Service Coordinator, Program Manager in the Day Program and Residential Program Manager. Began employment in February, 2005.

Program Assistant, Student Life Office, University of Southern Maine, Portland, Maine, September 1991-December 1992. Developed and implemented special projects as well as departmental programs.

EDUCATION

*B.S. Degree University of Southern Maine, Portland, Maine.
Major – Therapeutic Recreation.*

REFERENCES

Available upon request

Mary Ellen Cade



Work Experience

- 8.10.13 – Present: Regional Coordinator
Northern Human Services
 - 2007 – 8.10.13: In Home Support Program Coordinator
Northern Human Services
 - 1998 – 2007: Family Support Coordinator, Carroll County
Center of Hope & Northern Human Services
 - 1997 – 1998: Family Support Respite Coordinator
Center of Hope
 - 1996 – 1997: Residential Manager, Wolfeboro Area
Center of Hope
 - 1995 – 1996: Secretary, Wolfeboro Area
Center of Hope
 - 1992 – 1996: Administrative Assistant
Law Office of Pamela D. Albee, Ossipee, NH
 - 1/1986 – 1992: Administrative Assistant to Chester E. Chellman, CEO
White Mountain Survey & Engineering, Ossipee, NH
 - 1986 – 1986: Secretary, Design Layout and Typesetter
Longwood Publishing Co., Wolfeboro, NH
 - 1/1985 – 1986: Secretary
Lakes Region Survey, Wolfeboro, NH
- I moved to New Hampshire from New Jersey in December, 1984. Work experience in New Jersey included:
 - Administrative Assistant, General Foods/Engineering Department
 - Teacher, 2nd – 6th grades, Temple Christian Day School
 - Night Manager, J. August Café
 - Teller and Bookkeeper, Franklin State Bank, Somerset, New Jersey

References provided upon request

Subject: to provide Developmental and Acquired Brain Disorder Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway, New Hampshire 03818	
1.5 Contractor Phone Number (603) 447-3347	1.6 Account Number 05-95-93-930010-7013-102-500731, 7852-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$273,624
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature <i>Marge McClellan</i>		1.12 Name and Title of Contractor Signatory Marge McClellan, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>May 9, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Eileen S. Theriault</i> My Commission Exp. 3/20/18			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Eileen S. Theriault, Notary</i>			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Herick, Attorney</i> On: <i>4 Jun. 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

*mm
5/9/13*

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

MM
5/9/13

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: community support/independent living services, day services, family-centered early intervention supports, family support services, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders, and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Resident Review (PASRR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASRR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: MM

Date: 5/8/13

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

Contractor Initials: MMM

Date: 5/8/13

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

Contractor Initials: MM

Date: 5/8/13

2. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below.

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Northern Human Services 87 Washington Street Conway, New Hampshire 03818	41	94,760	L17

2.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

2.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

2.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

2.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

2.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 2.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/8/13

2.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

2.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/8/13

3. DAY SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516 - "Adult Day and Work Activities," He-M 507 - "Day Habilitation," and/or He-M 518 - "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Northern Human Services 87 Washington Street Conway, New Hampshire 03818	222	871,109	D01, D03, D04, D05, D61

3.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/8/13

4. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510 - "Family-Centered Early Supports and Services."

<u>NAME AND ADDRESS OF AGENCY</u>	<u>TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS</u>	<u>COST CENTER CODE</u>
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Northern Human Services 87 Washington Street Conway, New Hampshire 03818	220	E11
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4.2. The Contractor agrees that should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/8/13

5. FAMILY SUPPORT SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below, with He-M 519 - "Family Support Services" and He-M 513 - "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>FAMILIES PROVIDED WITH RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH NON-RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS</u>	<u>RESPITE UNITS</u>	<u>COST CENTER CODE</u>
Northern Human Services 87 Washington Street Conway, New Hampshire 03818	522	0	397	125	156,871	F35

5.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/8/13

6. IN-HOME SUPPORT SERVICES

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513 - "Respite", He-M 517 - "Environmental Modifications", and/or He-M 503 and 510 - "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Northern Human Services 87 Washington Street Conway, New Hampshire 03818	21	252	136

6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

6.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 6.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/8/13

7. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>	<u>COST CENTER CODE</u>
Northern Human Services 87 Washington Street Conway, New Hampshire 03818	Day 38	Res 35	Day 196,816 Res 12,425	C05, C10, C39 C41, C49, C51

7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

7.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1. of Exhibit A in the Scope of Services Section contained herein,

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/8/13

that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2012 and 2013

Contractor Initials: MM
Date: 5/8/13

8. RESIDENTIAL SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Northern Human Services 87 Washington Street Conway, New Hampshire 03818	167	60,741	R10, R15 R40, R42

8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/8/13

8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2012 and 2013

Contractor Initials: MM
Date: 5/8/13

9. SERVICE COORDINATION

9.1. The Contractor agrees to employ 14 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 356 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1.8 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."

9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.

9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's(s)' own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.

9.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522 - "Services to Persons with Acquired Brain Disorders."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>	<u>COST CENTER CODE</u>
Northern Human Services 87 Washington Street Conway, New Hampshire 03818	Day	9	Day 34,931	C10, C49
	Res	10	Res 3,468	R10
	CSS	1	CSS 3,757	

10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 10.1. of Exhibit A in the Scope of Services Section contained

State Fiscal Years 2012 and 2013

Contractor Initials: MM
Date: 5/8/13

herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2012 and 2013

Contractor Initials: MM
Date: 5/8/13

11. CONSOLIDATED DEVELOPMENTAL SERVICES

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and with He-M 507 - "Day Habilitation," He-M 518 - "Employment Services," He-M 513 - "Respite," and/or He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Northern Human Services 87 Washington Street Conway, New Hampshire 03818	31	372	145

11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

State Fiscal Years 2012 and 2013

Contractor Initials: MM
Date: 5/8/13

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 11.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

State Fiscal Years 2012 and 2013

Contractor Initials: MM
Date: 5/8/13

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$249,424 and federal funds made available from the Catalog of Federal Domestic Assistance, CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$24,200.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditures, which exceed the approved budgets, shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditures may be covered by the

Contractor Initials: MM

Date: 5/1/13

transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials: MMM
Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

MM

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Northern Human Services From: 7/1/2013 To: 6/30/2015

 (Contractor Name) (Period Covered by this Certification)

Margaret McClellan, President, Board of Directors

 (Name & Title of Authorized Contractor Representative)

Margaret McClellan

 (Contractor Representative Signature)

May 8, 2013

 (Date)

Contractor Initials: *MM*
 Date: 5/8/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 through June 30, 2015

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


(Contractor Representative Signature)

Margaret McClellan, Pres., Board of Directors
(Authorized Contractor Representative Name & Title)

Northern Human Services
(Contractor Name)

May 8, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

Margaret McClellan Margaret McClellan, Pres., Board of Directors
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Northern Human Services May 8, 2013
(Contractor Name) (Date)


NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 Margaret McClellan, Pres., Board of Directors
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Northern Human Services May 8, 2013
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


(Contractor Representative Signature)

Margaret McClellan, Pres., Board of Directors
(Authorized Contractor Representative Name & Title)

Northern Human Services
(Contractor Name)

May 8, 2013
(Date)

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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
Division of Community Based Care Services
The State Agency Name

Northern Human Services
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Margaret McClellan
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Margaret McClellan
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President, NHS Board of Directors
Title of Authorized Representative

5/29/13
Date

May 8, 2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

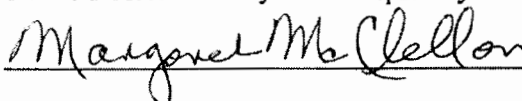
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.

 Margaret McClellan, Pres., Board of Directors

(Contractor Representative Signature)


(Authorized Contractor Representative Name & Title)

Northern Human Services

May 8, 2013

(Contractor Name)

(Date)

Contractor initials: 
Date: 5/8/13
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD 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: 073973059

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: _____

Contractor initials: MM
Date: 5/8/13
Page # _____ of Page # _____

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: Northern Human Services

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16)				
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Eric Johnson, CEO	\$135,000	0.00%	50.00%	\$0.00
Dale Heon, CFO	\$92,587	0.00%	50.00%	\$0.00
Liz Charles, Regional Administrator	\$64,927	0.00%	100.00%	\$0.00
Mary Ellen Cade, Regional Coordinator	\$36,050	0.00%	100.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and One Sky Community Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 755 Banfield Road, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows to:

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$3,980,422.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/20/15
Date

Diane Langley
Diane Langley
Director

One Sky Community Services, Inc.

4/28/2015
Date

Richard Bagley
NAME RICHARD BAGLEY
TITLE PRESIDENT

Acknowledgement:

State of New Hampshire County of Rockingham on April 28, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Tina A. Holmes

Name and Title of Notary or Justice of the Peace

TINA A. HOLMES, Notary Public
My Commission Expires January 15, 2019

Contractor Initials: RB
Date: 4/28/15

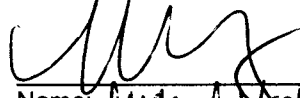


New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/9/15


Name: Megan A. Geph
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an “x” below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are



Exhibit A – Amendment 1

in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

RS

4/29/2015



Exhibit A – Amendment 1

2.5. **Systemic, Therapeutic Assessment, Respite and Treatment (START):**

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. **Risk Management:**

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. **Wait List Registry:**

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. **Employment Data System (EDS):**

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. **Budget Tracking System (BTS):**

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. **NHLeads:**

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

SB

4/28/2015



Exhibit A – Amendment 1

2.11. No Wrong Door System:

- 2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:
- 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
 - 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
 - 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

RB

4/28/2015



Exhibit A -1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.



Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.1.1.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
Child and Family Services	160	E20
Richie McFarland Children's Center	240	E24

- 3.2. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.1.1.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
One Sky Community Services	350	108	125	117	135,000	F01, F02, F05

Exhibit A-1 - Detailed Services

Contractor Initials RS



Exhibit A –1

- 4.2. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.
- 5.2. General Provisions:
- 5.2.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 5.2.1.1. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 5.2.1.2. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 5.2.2. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 5.2.3. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 5.2.4. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
- 5.2.4.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
- 5.2.4.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
- 5.2.4.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 5.2.5. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.



Exhibit A –1

- 5.2.6. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- 5.3. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 5.3.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 5.3.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 5.3.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 5.3.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 5.3.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 5.3.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 5.3.7. Provide effective and evidence based family support practices, including but not limited to:
 - 5.3.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 5.3.7.2. Integrate family support services with other agency services in region;
 - 5.3.7.3. Incorporate the family support program within the agency's administrative structure;
 - 5.3.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 5.3.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;



Exhibit A –1

- 5.3.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 5.3.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 5.3.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 5.3.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.3.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.3.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.3.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.3.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.3.14. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.



Exhibit A –1

6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. Residences Which May Also Provide Day Program Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

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Exhibit A –1

- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-

Exhibit A-1 - Detailed Services

Contractor Initials FB



Exhibit A –1

term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. Service Coordination

- 9.1. The Contractor agrees to employ 18 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 489 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000.00 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



Exhibit A –1

- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set



Exhibit A –1

forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
- 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

Exhibit A-2 One Sky Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	FARMSTEADS	L85	Community Support Service	1	3095
	GREAT BAY	L35	Community Support Service	20	16651
	LISS	L65	Community Support Service	1	4247
	ONE SKY	L01	Community Support Service	26	33825
	WOU	L60	Community Support Service	1	4158
Community Participation Services					
	EASTER SEALS	D30	Day	17	71800
	FARMSTEADS	D85	Day	3	13839
	GBC	D80	Day	2	9437
	GREAT BAY	D35	Day	53	212481
	IPP	D40	Day	13	57837
	LIFESHARE	D70	Day	18	72141
	LIFEVISIONS	D18	Day	1	4500
	LISS	D65	Day	25	106985
	ONE SKY	D02	Day	12	49061
	R 8 - One Sky	D01	Day	1	1200
	R 8 - One Sky	D03	Day	2	6729
	R 8 - One Sky	D01	Integrated	1	2000
	WOU	D60	Day	15	55875
In Home Supprt Services					
	LISS	I66	In Home Supports	1	12
	R 8 - One Sky	I06	In Home Supports	28	336
Residences Which May Also Provide Day Program Services					
	BECKET	C16	Day	1	6951
	BECKET	C16	Residential	1	327
	CBI	C42	Day	1	5021
	CBI	C42	Residential	1	329
	CRTCH MTN	C75	Day	6	30152
	CRTCH MTN	C75	Residential	6	1982
	CSNH	C45	Day	1	2740
	CSNH	C45	Residential	1	365
	EASTER SEALS	C30	Day	21	85098
	EASTER SEALS	C30	Residential	22	7249
	FARMSTEADS	C85	Day	4	20285
	FARMSTEADS	C85	Residential	4	1303
	IPP	C40	Day	4	19215

Contractor Initials JB
 Date 4/28/15

Exhibit A-2 One Sky Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	IPP	C40	Residential	4	1345
	LIFESHARE	C70	Day	12	47518
	LIFESHARE	C70	Residential	11	3614
	LISS	C65	Day	18	76235
	LISS	C65	Residential	20	6698
	MAY INSTITUTE	C90	Day	2	10976
	MAY INSTITUTE	C90	Residential	2	654
	LAKEVIEW	C10	Day	3	6835
	LAKEVIEW	C10	Residential	5	1702
	R 8 - One Sky	C86	Day	1	2609
	R 8 - One Sky	C04	Day	5	18298
	R 8 - One Sky	C02	Day	12	35609
	R 8 - One Sky	C86	Integrated	2	118217
	R 8 - One Sky	C04	Residential	6	2035
	R 8 - One Sky	C02	Residential	13	4251
	RRI	C55	Day	6	25119
	RRI	C55	Residential	6	1987
Residential Services					
	CSNH	R45	Residential	2	654
	EASTER SEALS	R30	Residential	10	3311
	GBC	R80	Residential	1	327
	GREAT BAY	R35	Residential	4	1460
	IPP	R40	Residential	5	1483
	LIFESHARE	R70	Residential	8	2690
	LISS	R65	Residential	10	3296
	R 8 - One Sky	R01	Residential	1	327
	R 8 - One Sky	R03	Residential	7	2297
	RRI	R55	Residential	1	354
Services to Persons With Acquired Brain Disorders					
	GBC	L80	Community Support Service	1	4160
	GBC	D80	Day	1	4983
	GBC	R80	Residential	1	268
	KNC	I85	Consolidated Services	1	12
	LIFESHARE	I70	Consolidated Services	1	12
	LIFESHARE	C70	Day	2	4616
	LIFESHARE	C70	Residential	2	551
	NCIL	C25	Day	2	7651
	NCIL	C25	Residential	2	675
	ONE SKY	I02	Consolidated Services	1	24

Contractor Initials DB
Date 4/28/15

Exhibit A-2 One Sky Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	ONE SKY	C04	Day	1	4288
	ONE SKY	C86	Integrated	1	9251
	ONE SKY	C04	Residential	1	324
	R 8 - One Sky	I03	Consolidated Services	3	36
Participant Directed and Managed Services					
	CSNH	I45	Consolidated Services	1	12
	EASTER SEALS	I30	Consolidated Services	3	36
	GREENGARD	I95	Consolidated Services	2	48
	IPP	I40	Consolidated Services	1	24
	LIFESHARE	I70	Consolidated Services	5	84
	LISS	I65	Consolidated Services	7	156
	ONE SKY	I02	Consolidated Services	7	138
	R 8 - One Sky	I01	Consolidated Services	4	48
	R 8 - One Sky	I03	Consolidated Services	54	720
	WOU	I60	Consolidated Services	1	12

Contractor Initials RP

Date 4/28/15



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$143,666.00 – 10% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$1,312,304.00 – 90% General funds.
3. Payment Methodology
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
 - 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.



Exhibit B Amendment #1

- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.



Exhibit B Amendment #1

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
 - 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
 - 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
 - 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
4. Allocation of Funding
- 4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
 - 4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.
 - 4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

LB

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

RB

4/29/2015



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The following paragraphs shall be added to the General Provisions of this Agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall

New Hampshire Department of Health and Human Services
Exhibit C-1 Amendment #1



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.

RB

4/28/2015



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

RB

Date

4/20/2015

New Hampshire Department of Health and Human Services
Exhibit G Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

4/28/15
Date

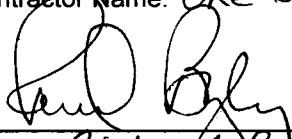
Contractor Name: One Sky Community Services, Inc.

Name: Richard Bagley
Title: President

Exhibit G Amendment #1

Contractor Initials RB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

RB

4/28/2015



Exhibit I Amendment #1

- 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 Amendment #1

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 Amendment #1

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 Amendment #1

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

ERB

4/28/2015



Exhibit I Amendment #1

- 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.

NH DHHS
 The State
Lorene Reagan
 Signature of Authorized Representative
Lorene Reagan
 Name of Authorized Representative
MS, RD Bureau Chief
 Title of Authorized Representative
5/20/15
 Date

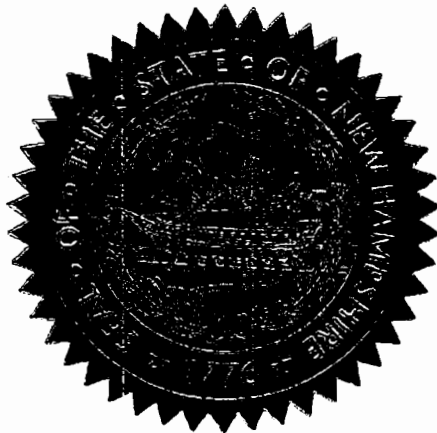
One Sky Community Services, Inc.
 Name of the Contractor
Richard Bagley
 Signature of Authorized Representative
Richard Bagley
 Name of Authorized Representative
President
 Title of Authorized Representative
4/28/15
 Date

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 One Sky Community Services, Inc. is a New Hampshire nonprofit corporation formed January 4, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of June A.D. 2015



A handwritten signature in black ink, 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 REGION VIII, COMMUNITY DEVELOPMENTAL SERVICES AGENCY, INC. is a New Hampshire nonprofit corporation formed January 4, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David S. Brown, do hereby certify that:

1. I am a duly elected Officer of One Sky Community Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on: April 13, 2015

RESOLVED: That the President

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of APRIL, 2015.

4. Richard Bagley is the duly elected President of the Agency.


David S. Brown, Treasurer

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 28 day of April, 2015.

By David S. Brown.


Tina A. Holmes, Notary Public/Justice of the Peace

(NOTARY SEAL)

Commission Expires:

TINA A. HOLMES, Notary Public
My Commission Expires January 15, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Lynn Blanchard, CIC, CISR PHONE (A/C No. Ext): (603) 669-3218 E-MAIL ADDRESS: lblanchard@crossagency.com FAX (A/C No): (603) 645-4331																						
INSURED One Sky Community Services, Inc. 755 Banfield Road, Suite 3 Portsmouth NH 03801		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B:</td> <td>Hanover Insurance Group, Inc.</td> <td>22292</td> </tr> <tr> <td>INSURER C:</td> <td>Wesco Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Ins Co of America	31534	INSURER B:	Hanover Insurance Group, Inc.	22292	INSURER C:	Wesco Ins. Co.		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 15-16 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZBV9866179	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			ABVA180743	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			UHV9872091	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WVC3077726 (3a.) MA & NH	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			All officers included			E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Physical Damage			ABVA180743	2/1/2015	2/1/2016	ACV

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: 2006 Dodge VIN: 1D4GP24R76B509226; 2007 Dodge Grand Caravan Van (C) 2D4GP44L77R314379 & 2009 Ford E 250 VIN: 1FTNS24W49DA76336. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER State of New Hampshire- DHHS Bureau of Developmental Services 105 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 L Blanchard, CIC, CISR

MISSION STATEMENT

We assist people with developmental disabilities or acquired brain disorders, to live as valued and participating members in their communities.

Honoring the inherent value of each person, we are committed to:

- helping people make choices for themselves about where they live, work, and spend time
- using existing resources when possible, but also creating and maintaining supports and services which are flexible and responsive to the circumstances of each individual
- assisting families in ways they view as supportive
- promoting community understanding, acceptance, and support of people with disabilities
- fostering inclusion of people in community affairs and relationships
- working in cooperation with local citizens and professionals to realize this mission
- providing services without regard to race, sex, religion, national origin, or political belief.

ONE SKY COMMUNITY SERVICES, INC.

Financial Statements

For The Years Ended June 30, 2014 and 2013

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
One Sky Community Services, Inc.
Portsmouth, New Hampshire

We have audited the accompanying financial statements of One Sky Community Services, Inc., which comprise the statements of financial position as of June 30, 2014 and 2013, 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 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 audit opinion.

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of One Sky Community Services, Inc. as of June 30, 2014 and 2013, 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.

Deborah A. CPA

Nashua, NH
November 6, 2014

ONE SKY COMMUNITY SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION

June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
ASSETS		
<u>CURRENT ASSETS</u>		
Cash	\$ 1,812,783	\$ 2,730,503
Cash-client funds	257,526	230,239
Accounts receivable - Medicaid	1,782,903	1,181,355
Accounts receivable - other	112,943	143,489
	<u>3,966,155</u>	<u>4,285,586</u>
 <u>PROPERTY & EQUIPMENT</u>		
Land	253,200	253,200
Buildings	910,634	910,634
Leasehold improvements	570,035	563,813
Vehicles	50,109	-
Equipment	370,248	311,022
	<u>2,154,226</u>	<u>2,038,669</u>
Less accumulated depreciation	1,037,445	924,847
	<u>1,116,781</u>	<u>1,113,822</u>
 <u>OTHER ASSETS</u>		
	<u>41,220</u>	<u>35,691</u>
	<u>\$ 5,124,156</u>	<u>\$ 5,435,099</u>
 LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Accounts payable	\$ 1,609,917	\$ 1,759,671
Accrued compensation	253,902	215,746
Other current liabilities	20,342	17,621
Deferred revenue-state	423,817	580,166
Refundable advances	18,766	15,675
Client accounts	257,526	230,239
	<u>2,584,270</u>	<u>2,819,118</u>
 <u>NET ASSETS</u>		
Unrestricted	<u>2,539,886</u>	<u>2,615,981</u>
	<u>\$ 5,124,156</u>	<u>\$ 5,435,099</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

ONE SKY COMMUNITY SERVICES, INC.

STATEMENTS OF ACTIVITIES

For The Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Public Support and Revenue:		
Medicaid	\$ 19,819,722	\$ 20,124,007
Division of Developmental Services	1,263,512	601,605
Contributions	7,412	4,897
Interest	477	784
Other revenue	<u>861,377</u>	<u>698,557</u>
Total Public Support and Revenue	<u>21,952,500</u>	<u>21,429,850</u>
Expenses:		
Program Services:		
Service coordination	1,331,345	1,238,428
Residential services	1,706,442	1,837,387
Participant Directed & Managed/In-home Supports	3,699,205	3,092,359
Early intervention	995,033	815,271
Family support	487,607	537,978
Respite care	414,220	386,266
Combined Residential/Day Services	7,883,866	7,852,944
Independent living	405,125	453,260
Day services	2,901,103	2,913,415
School services	<u>258,826</u>	<u>317,306</u>
	20,082,772	19,444,614
Supporting Services:		
General Management	<u>1,945,823</u>	<u>2,128,389</u>
Total expenses	<u>22,028,595</u>	<u>21,573,003</u>
Change in Unrestricted Net Assets	(76,095)	(143,153)
Net Assets, Beginning of Year	<u>2,615,981</u>	<u>2,759,134</u>
Net Assets, End of Year	<u>\$ 2,539,886</u>	<u>\$ 2,615,981</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

ONE SKY COMMUNITY SERVICES, INC.**STATEMENTS OF CASH FLOWS**

For The Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows provided by (used in) operating activities		
Cash received from public support and other revenues	\$ 21,227,763	\$ 22,726,721
Cash paid to suppliers and employees	(22,024,873)	(21,383,826)
Interest received	477	784
Net cash provided by (used in) operating activities	<u>(796,633)</u>	<u>1,343,679</u>
Cash flows provided by (used in) investing activities		
Capital expenditures	<u>(115,558)</u>	<u>(49,995)</u>
Net cash used in investing activities	<u>(115,558)</u>	<u>(49,995)</u>
Cash flows provided by (used in) financing activities		
Other assets	<u>(5,529)</u>	<u>(12,181)</u>
Net cash used in financing activities	<u>(5,529)</u>	<u>(12,181)</u>
Net increase (decrease) in cash	(917,720)	1,281,503
Cash, Beginning of Year	<u>2,730,503</u>	<u>1,449,000</u>
Cash, End of Year	<u>\$ 1,812,783</u>	<u>\$ 2,730,503</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Change in net assets	\$ (76,095)	\$ (143,153)
Adjustments:		
Depreciation and amortization	112,599	99,808
Change in assets and liabilities:		
(Increase) decrease in accounts receivable	(571,002)	918,045
Increase in prepaid expenses	-	5,000
Increase (decrease) in accounts payable and accrued expenses	(108,877)	84,369
Increase (decrease) in deferred revenue-state	(156,349)	387,310
Increase (decrease) in refundable advances	<u>3,091</u>	<u>(7,700)</u>
Total cash provided by operating activities	<u>\$ (796,633)</u>	<u>\$ 1,343,679</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

ONE SKY COMMUNITY SERVICES, INC.
STATEMENT OF FUNCTIONAL EXPENSES

For The Year Ended June 30, 2014

	Service Coordination	Residential Services	Participant Directed & Managed/In-Home Supports	Early Intervention	Family Support	Respite Care	Combined Residential / Day Services	Independent Living	Day Services	School Services	General Management	2014 Total
Personnel Costs												
Salary and wages	\$ 661,805	\$ 89,011	\$ 876,096	\$ 31,066	\$ 204,343	\$ 36,056	\$ 424,758	\$ 143,292	\$ 236,899	\$ 149,277	\$ 661,783	\$ 3,514,386
Employee benefits	121,280	15,868	61,830	4,747	47,514	5,143	69,523	37,112	34,797	29,525	97,232	524,571
Payroll taxes	61,789	6,865	67,420	2,762	19,168	3,324	32,199	11,863	18,390	10,990	57,644	292,414
Professional fees and consultants												
Client treatment and services	6,630	263,036	1,335,610	-	10,501	332,402	282,985	-	7,910	-	-	2,239,074
Therapies	124,477	7,705	7,713	11	109	34	26,901	5,561	5,376	5,346	471	183,704
Accounting and auditing												
Legal	4,443	20	161	20	518	40	80	80	60	-	11,550	11,550
Payroll preparation												
Other	69,215	1,253	56,675	205	2,478	245	64,474	573	1,470	785	49,231	10,884
Conferences and conventions	9,298	777	1,921	506	5,348	1,101	962	927	1,129	546	77,796	275,169
Occupancy costs												
Rent	58,842	1,531	11,367	2,416	19,262	3,063	6,126	6,126	4,594	15,600	39,818	168,745
Electricity and other utilities	9,165	239	1,765	383	3,009	3,308	35,751	955	1,174	2,045	6,206	64,000
Maintenance and repairs	985	66	192	29	300	248	44,848	98	122	730	638	48,256
Other occupancy costs												
Consumable supplies												
Client consumables	11,325	295	8,472	473	3,717	590	32,655	1,180	887	28	7,669	67,291
Office	29,171	648	3,164	908	8,348	1,372	11,899	2,373	2,204	2,498	26,700	89,285
Equipment maintenance	6,416	168	2,875	287	2,276	335	670	670	639	1,803	4,468	20,607
Advertising	907	169	353	42	303	47	1,836	95	71	-	1,143	4,966
Printing	3,103	136	519	101	1,119	138	525	322	338	81	2,675	9,057
Telephone	17,174	414	3,200	644	5,200	859	1,757	3,288	2,608	2,298	10,784	48,226
Postage	10,836	280	2,086	432	3,509	559	1,119	1,119	840	9	7,453	28,242
Transportation	41,675	2,968	115,866	2,219	11,924	3,909	20,368	22,402	37,598	22,847	5,765	287,541
Assistance to individuals	19,286	23,593	100,623	-	132,174	1,893	21,029	1,193	20,301	4,487	10	324,589
Insurance	4,788	-	440	265	1,540	765	7,974	776	-	450	8,507	25,505
Membership dues	743	119	5,479	20	499	28	56	56	210	-	622	7,832
Other expenditures	390	10	21,782	10,813	120	4,144	6,375	133	1,507	-	7,616	52,890
Subcontractor	42,289	1,291,271	1,013,596	936,351	-	8,970	6,718,176	163,599	2,521,979	-	830,172	13,526,403
Total expenses before depreciation and amortization	1,316,032	1,706,442	3,699,205	994,700	483,279	411,883	7,813,046	403,793	2,901,103	249,345	1,937,168	21,915,996
Add: depreciation & amortization	15,313	-	-	333	4,328	2,337	70,820	1,332	-	9,481	8,655	112,599
Total program expenses	\$ 1,331,345	\$ 1,706,442	\$ 3,699,205	\$ 995,033	\$ 487,607	\$ 414,220	\$ 7,883,866	\$ 405,125	\$ 2,901,103	\$ 258,826	\$ 1,945,823	\$ 22,028,595

The Accompanying Notes Are An Integral Part
of These Financial Statements.

ONE SKY COMMUNITY SERVICES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2013

	Service Coordination	Residential Services	Participant Directed & Managed/in-Home Supports	Early Intervention	Family Support	Respite Care	Combined Residential / Day Services	Independent Living	Day Services	School Services	General Management	2013 Total
Personnel Costs												
Salary and wages	\$ 591,098	\$ 94,711	\$ 783,225	\$ 29,485	\$ 197,915	\$ 18,255	\$ 48,743	\$ 140,737	\$ 226,206	\$ 190,049	\$ 627,713	\$ 2,948,137
Employee benefits	140,848	17,111	55,495	4,460	50,735	5,053	5,144	36,969	43,672	28,761	117,928	506,176
Payroll taxes	52,624	7,513	64,656	2,856	19,054	2,026	4,911	12,015	17,330	14,177	55,224	252,386
Professional fees and consultants												
Client treatment and services	-	325,266	930,839	-	6,433	334,162	243,226	-	-	-	-	1,839,926
Therapies	183,063	7,187	13,264	130	556	6	15,304	7,868	8,973	507	10,920	236,858
Accounting and auditing	-	-	-	-	-	-	-	-	-	-	6,323	8,857
Legal	2,399	-	-	-	135	-	-	-	-	-	37,030	37,030
Payroll preparation	-	-	-	-	-	-	-	-	-	-	102,807	102,807
Other	25,762	2,416	72,304	98	23,762	888	11,525	346	2,768	2,341	102,807	245,017
Conferences and conventions	4,331	386	1,344	447	3,156	330	957	738	3,012	2,809	15,894	33,404
Occupancy costs												
Rent	58,195	1,531	10,467	3,063	19,909	3,063	6,899	6,505	4,594	15,600	39,818	169,644
Electricity and other utilities	7,801	205	1,386	411	2,668	3,076	1,021	897	1,142	3,593	5,337	27,537
Maintenance and repairs	2,076	48	368	97	666	110	31,987	275	205	801	1,257	37,890
Other occupancy costs	-	-	-	-	-	3,243	-	-	-	-	-	3,243
Consumable supplies												
Client consumables	10,775	1,055	11,863	553	3,595	553	4,941	1,144	830	-	-	35,309
Office	15,817	1,202	4,614	878	5,913	909	2,616	2,391	1,694	7,218	20,328	63,580
Equipment maintenance	4,591	113	2,663	254	1,608	226	448	534	423	1,123	3,869	15,852
Advertising	1,041	221	1,418	55	356	55	607	932	3,153	851	839	9,528
Printing	2,593	527	437	128	1,046	172	671	281	686	710	2,774	10,025
Telephone	13,022	310	2,360	621	4,033	630	1,216	3,178	2,131	2,192	8,068	37,761
Postage	9,152	239	1,693	484	3,137	479	935	1,025	718	-	6,222	24,084
Transportation	36,508	3,299	128,304	2,524	12,265	2,352	5,246	17,712	37,818	30,269	6,319	282,616
Assistance to individuals	20,815	30,725	92,281	-	177,147	1,036	32,462	5,016	11,954	6,562	-	377,998
Insurance	3,120	-	150	316	905	1,065	6,989	870	-	262	7,886	21,563
Membership dues	662	91	6,894	22	145	22	44	44	33	-	1,013	8,970
Other expenditures	1,093	8	3,299	14,934	406	16	32	97,391	706	-	95,713	213,598
Subcontractor	37,356	1,343,223	903,035	753,151	-	5,043	7,366,344	114,263	2,545,367	-	947,504	14,015,286
Total expenses before depreciation and amortization	1,224,742	1,837,387	3,092,359	814,967	535,545	382,770	7,792,268	451,131	2,913,415	307,825	2,120,786	21,473,195
Add: depreciation & amortization	13,686	-	-	304	2,433	3,496	60,676	2,129	-	9,481	7,603	99,808
Total program expenses	\$ 1,238,428	\$ 1,837,387	\$ 3,092,359	\$ 815,271	\$ 537,978	\$ 386,266	\$ 7,852,944	\$ 453,260	\$ 2,913,415	\$ 317,306	\$ 2,128,389	\$ 21,573,003

The Accompanying Notes Are An Integral Part
of These Financial Statements.

ONE SKY COMMUNITY SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

One Sky Community Services, Inc. is a New Hampshire not-for-profit organization. It contracts with the New Hampshire Department of Health and Human Services to provide community-based services and support for those with developmental disabilities and acquired brain disorders in Rockingham County. The majority of its funding is from federal and state government programs.

Contributions of Property and Services

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Agency and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Agency.

There were no temporarily or permanently restricted net assets at June 30, 2014 or 2013.

ONE SKY COMMUNITY SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Accounts Receivable

The Agency utilizes the reserve method of accounting for bad debts. The reserve is based on the Agency's history and a review of each of the accounts by management. A reserve was not required as of June 30, 2014 or 2013.

Property, Equipment and Depreciation

Property and equipment are recorded at cost (or fair market value if donated) and are depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Buildings & improvements	10-40 years
Equipment	3-10 years
Vehicles	5 years

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Agency's income tax filings are subject to audit by various taxing authorities. The Agency's open audit periods are 2010 through 2013. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

ONE SKY COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Statement of Cash Flow

The Agency considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

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 disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

NOTE B. LINE OF CREDIT

The Agency has a line of credit with interest at 1.0% above prime. In August 2013 the line of credit was increased from \$400,000 to \$1,000,000. The line is secured by substantially all of the Agency's assets. There was no balance outstanding on the line at June 30, 2014 and 2013.

NOTE C. LEASE COMMITMENTS

The Agency leases its primary facility pursuant to the terms of a lease that expires in February 2018 with two five-year renewal options. The rent is \$12,636 per month with a 4% increase on the anniversary. The Agency can terminate the lease as of August 31, 2014, June 30, 2015 or June 30, 2016 by meeting certain notification requirements. There is a penalty due for the August 31, 2014 termination. The lessee is responsible for all utilities, repairs and maintenance and insurance and a prorata share of the real estate taxes and common area costs over a base.

Additional facilities were leased at \$1,300 per month for three years starting in May 2012. The Agency is responsible for all utilities and maintenance.

ONE SKY COMMUNITY SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2014 and 2013

NOTE C. LEASE COMMITMENTS (Continued)

Minimum future lease payments under these operating leases as of June 30, 2014 are:

<u>Fiscal Year End</u>	<u>Amount</u>
2015	\$ 166,828
2016	\$ 160,416
2017	\$ 167,008
2018	\$ 114,272

NOTE D. CONTINGENT LIABILITIES

The Agency receives funding under various state and federal grants. Under the terms of these grants, the Agency 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 Agency might be required to repay the grantor's funds.

The acquisition of real property has been funded, in part, by federal and state and municipal funds. The governmental agencies retain certain equity interests in the various properties pursuant to the terms of the contracts and grants.

Because specific amounts, if any, have not been determined by governmental audits or assessed as of June 30, 2014 and 2013, no provision has been made for these contingencies.

NOTE E. CONCENTRATION OF RISK

The Agency maintains its cash balances at one institution. The balances at this institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2014 and June 30, 2013, the Company's uninsured cash balances, excluding sweep account balances described below, were \$69,928 and \$0, respectively.

The Agency has a commercial sweep account agreement whereby excess balances are utilized to purchase government securities, which are uninsured. The total invested at June 30, 2014 and 2013 was \$1,965,055 and \$2,980,000, respectively.

The Agency received 94% of its revenues from Medicaid billings for the years ended June 30, 2014 and 2013.

ONE SKY COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE F. ADVANCE PAYMENTS

The State of New Hampshire changed its Medicaid billing services provider in 2013. During the time period of the change, the Agency was unable to receive approval for claims or receive timely payment on approved claims. The State of New Hampshire advanced payments for services rendered during the period. The advanced payments totaled \$1,513,213 at June 30, 2013 and were reported as a reduction of accounts receivable. The advances have been applied by June 30, 2014.

NOTE G. RELATED PARTY TRANSACTIONS

The Agency's treasurer is an attorney and his law firm was paid \$6,524 and \$1,806 for professional services for the years ended June 30, 2014 and 2013, respectively.

NOTE H. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2014 and 2013, based on the relatively short maturity of these instruments

NOTE I. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through November 6, 2014, the date that the financial statements were available to be issued.

**BOARD OF DIRECTORS - REGION VIII
ONE SKY COMMUNITY SERVICES, INC.
04/07/2015**

	<u>NAME</u>	<u>TERM ENDS</u>
1.	Allen, Richard	Nov. 2016
2.	Bagley, Richard	Aug. 2016
3.	Brown, David, Esq.	Nov. 2017
4.	*Brown, Robert	Mar. 2016
5.	*Clayburgh, Nancy	Jan. 2018
6.	Hejtmanek, Jerry J.	Feb. 2018
7.	Herold, Bob	Feb. 2018
8.	*Kaneb, Andrea	Jan. 2016
9.	*Kotkowski, Gerald	Feb. 2018
10.	*Kuchtey, Walter	May 2017
11.	LaBonte, Elizabeth	Jan. 2018
12.	*McNamara, Kim	Mar. 2018
13.	Plaia, Joseph S., Esq.	Apr. 2016

* indicates consumer representative

A. CHRISTIAAN (CHRIS) MUNS

SUMMARY

Business and community leader with extensive private sector expertise designing and delivering human resource solutions for large and mid-size companies and public sector service as a local community organizer, elected school board member and state representative. Very energetic, with high personal performance standards; able to not only develop and present a strategic vision but willing and able to "roll up his sleeves" and deliver immediate results.

STRENGTHS

- Deep understanding of how to design and use systems and technology to support decision making and organizational objectives (e.g. minimize redundancy, maximize efficiency, focus limited resources for greatest possible benefit)
- Focused expertise in the design and delivery of compensation, benefits, HRIS and talent management solutions that are in line with an organization's overall objectives (e.g. manager and director of compensation, benefits and HRIS at Raytheon, Fisher Scientific and Comverse; director of HR service center at Comverse)
- Hands-on financial management expertise (e.g. financial analyst, plant and regional controller managing P&L, balance sheet and transaction processing)
- Identify, establish, maintain and manage key personal and organizational relationships. (e.g. VP – Relationship Manager at Fidelity Investments, state representative, state senate candidate)
- Quickly identify problems and bring key stakeholders together to formulate and implement solutions that minimize risk and maximize impact (e.g. return on investment; heightened community awareness)
- Organizational skills needed to not only plan projects but to keep them moving forward.
- Community outreach including fundraising, establishing and maintaining on-line presence, preparing and distributing newsletters and organizing public policy forums.
- Media relations (blogging, monthly newspaper column, preparing press releases, answering questions from media, interviews)
- Government relations: working with leaders at school district, town, state and national levels.

PROFESSIONAL EXPERIENCE

COMVERSE, INC.

Wakefield, MA

Leading provider of software and systems enabling value-added services for voice, messaging, mobile internet and mobile advertising; converged billing and active customer management; and IP communication.

Director, Americas HR Service Center (2011 to 2012)

Responsible for delivering all HR services to employees of multiple business units deployed in Canada, the United States, Mexico, Brazil, Argentina and Chile.

- Re-staffed service center by recruiting and hiring Compensation Manager, Recruiting Manager, HR Generalist, HR Country Manager and U.S. Immigration Specialist.
- Managed 4 reductions in force; including detailed legal compliance reviews in the United States
- Implemented critical recruiting plan for largest business unit in the Americas Region
- Developed and presented concept for new U.S. medical plan offering and outsourced administrative solution to CFO and CEO. Project will save the company \$0.6 million over three years and significantly improve level of service.
- Driving force behind 401K Investment Committee and decision by committee to hire independent outside investment advisor.

Director, Compensation & HRIS (2007 to 2011)

- Designed, implemented and managed the Incentive Performance Plan (IPP) in 2007 for largest business unit, which was extended to entire company in 2008 as Comverse Incentive Compensation Plan (CICP).
- Developed many of the training materials for CICP.
- Identified and resolved payroll related compliance issues in Chile: on-call and overtime practices throughout the Americas region.
- Implemented formal overtime policy in Argentina and the United States.
- Assisted in implementation of talent management system compensation and employment modules
- Assumed responsibility for HRIS function in February 2010
- Managed all equity (stock options and restricted stock grants) programs between October 2010 and February 2011

Director, Compensation & Benefits (2005 to 2007)

- Key member of team that completed due diligence of Kenan acquisition.
- Successfully completed integration of 900+ Kenan U.S. based population into U.S. benefits program.
- Implemented benefit plan changes that limited growth in U.S. benefits programs costs to 8% in 2006 and 6% in 2007.
- Reintroduced on-line benefits enrollment for all U.S. based employees in 2006.
- Managed stock option allocation process within the Americas region for December 2005 stock option awards.
- Spearheaded response in Americas region to numerous requests for information from internal and external auditors following disclosure of stock option administration irregularities.
- Successfully implemented global jobs classification system within the Americas Region

A. CHRISTIAAN (CHRIS) MUNS

PROFESSIONAL EXPERIENCE (cont'd)

FIDELITY INVESTMENTS

Marlboro, MA

Fidelity Human Resource Services Company

Unit of Fidelity Investments providing integrated employee benefits, stock compensation and global human resources and payroll solutions.

Vice President/Relationship Manager (1999 to 2004)

Accountable for all facets of 9 Fortune 500 client relationships representing over 300,000 employees, \$6.1 billion in assets and \$20 million in annual revenues to Fidelity. Partnered with them to understand their HR/benefits issues and leverage Fidelity resources to help them successfully meet their business objectives.

- Developed strong relationships at the VP of HR and Treasurer/CFO levels with all clients.
- Satisfaction rating of Very Good or Excellent from 100% of senior client contacts surveyed.
- Identified and successfully negotiated opportunity to provide pension plan administration services to existing client and have client invest \$280 million in Fidelity managed investments.
- Assisted 2 clients in design of defined contribution retirement account replacement for traditional defined benefit pension plans such that there was no incremental administrative cost to them.
- Successfully re-negotiated 401(k) trustee agreement with one client that resulted in 15% increase in Fidelity operating margin without increasing recordkeeping fees to client.
- Successfully re-negotiated pension and health & welfare administrative services agreement with one client that resulted in 30% increase in ongoing revenues.
- Identified opportunities to offer Fidelity's Stock Option Administration capabilities to multiple clients

FISHER SCIENTIFIC INTERNATIONAL INC.

Hampton, NH

\$2 billion international distributor of scientific products and services. Merged with Thermo Electron in 2006 to form Thermo Fisher Scientific.

Director of Corporate Benefits (1996 to 1999)

Responsible for the design, administration, and communication of all medical, dental, life insurance, disability, pension and defined contribution retirement programs.

- Introduced Cash Balance Pension Plan, extending basic retirement benefits and producing 4-year P&L savings of \$3.2 million (46% reduction) and cash flow savings of \$8 million.
- Integrated and consolidated group medical benefit programs following acquisition of CMS; generating 3-year P&L savings of \$8 million (16% reduction) and cash flow savings of \$5.3 million locking in increases of 8% per year between 1998 and 2000.
- Enhanced 401(k) plan by increasing number of investment options and increasing employee self-service while reducing recordkeeping/trustee fees by 55% (\$0.2 million) per year.
- Developed new employee benefit communications program, with consistent "look and feel" and message.
- Completed first ever "catalog" of international benefit offerings.
- Led multi-functional team that developed Y2K compliant HRIS solution.

THE RAYTHEON COMPANY

Lexington, MA

\$19 billion manufacturer of defense and commercial electronics, business aviation and special mission aircraft, and provider of engineering and construction services.

Manager of Corporate Health and Welfare Benefits and Vendor Relations (1995 to 1996)

Responsible for the design and administration of all medical, dental life insurance and disability benefit programs.

Thomson MEDSTAT

Ann Arbor, MI

\$60 million healthcare consulting organization. Now a subsidiary of The Thomson Corporation.

Client Manager (1994 to 1995, 1990-1992)

Cambridge, MA & Ann Arbor, MI

Principal point of contact between Thomson MEDSTAT and six Fortune 500 employers. Completed a variety of studies that helped clients better understand how to control group health program costs and improve their overall profitability.

Thomson MEDSTAT

Manager, Database Design Center (1992 to 1994)

Ann Arbor, MI

Recruited and managed 15 consultants charged with implementing strategic initiative to radically re-engineer process used to design client specific healthcare information databases.

A. CHRISTIAAN (CHRIS) MUNS

PROFESSIONAL EXPERIENCE (cont'd)

WHEELABRATOR TECHNOLOGIES

Hampton, NH

Fortune 500 environmental services company.

Director of Employee Benefits (1989 to 1990)

Hampton, NH

Coordinated employee benefit planning activities for 15 refuse-to-energy plants nationwide.

New England Regional Controller (1987 to 1989)

North Andover, MA

Supported regional operations manager, standardized budgeting and financial reporting systems and developed business plans for centralized maintenance function and waste-collection business.

Controller (1984 to 1987)

Corvallis, OR & Peekskill, NY

Managed \$120 million P&L and \$250 million balance sheet, designed and implemented new systems to improve financial and operational controls, human resources administration and planning capabilities and oversaw contracts administration function.

Financial Analyst (1982 to 1984)

Hampton, NH

Quantified and evaluated investment potential of domestic and international alternative energy projects, including a \$250 million project financed methanol plant in southern Chile.

FORD MOTOR COMPANY

Livonia, MI

International manufacturer of automobiles and automotive components

Production Planning Analyst (1977 to 1980)

Evaluated impact of long-term car and truck development plans on component production requirements.

PUBLIC SERVICE

Candidate for New Hampshire State Senate - District 24 (2014)

New Hampshire State Representative (2012 to 2014)

- One of four elected state representatives from Hampton, NH. Leading vote getter in November 2012 election
- Member and appointed clerk of the Commerce and Consumer Affairs Committee.
- Appointed member and chairperson of the State Retiree Health Plan Commission.
- Appointed member of Coastal Risks and Hazards Commission.
- Appointed member and chairperson of Study Committee to Examine Local Government Center (LGC)

Winnacunnet Cooperative School Board Member (2012 – Present)

- At-large representative for the towns of North Hampton, Hampton, Hampton Falls and Seabrook, NH.
- Elected School Board Chairman in March, 2013; re-elected in March 2014.

Candidate for New Hampshire State Representative (2010)

Chairman, Hampton Town Democratic Committee (2008 – 2013)

- Developed and oversaw community outreach activities including fundraising, establishing and maintaining on-line presence (web-site, social media), preparing and distributing newsletters and organizing public policy forums.
- Handled media relations (blogging, newspaper columns, preparing press releases, answering questions from media, interviews)
- Worked closely with government and political leaders (from both parties) at school district, town, state and national levels.

EDUCATION

Amos Tuck School of Business Administration, Dartmouth College, Hanover, NH

MBA, General Management

Bowdoin College, Brunswick, ME

BA (with honors), Economics

OTHER

Born in the U.S. of Dutch parents. Lived in The Netherlands and the UK for 9 years. Knowledge of Dutch and German.

FRANKLIN H. TRUMAN

EXPERIENCE

Director of Finance, One Sky Community Services, Inc. Portsmouth, NH. 9/87 to Present

- Manage all the financial records of this \$22 million non-profit, which has grown from \$3M over the past 27 years
- Prepare the annual budget and evaluate monthly performance of internal departments
- Work effectively with management team to resolve budget issues
- Analyze annual budgets of subcontractors
- Analyze new budgets for individual consumers
- Manage \$20 million in Medicaid receivables
- Negotiate contracts with 19 subcontractors
- Prepare financial statements for auditors at year end
- Received 20 years of audits in a row without exception
- Supervise a business office staff of seven who perform accounts payable, accounts receivable, general ledger, budgeting, reporting and IT
- Provide volunteer Board of Directors with detailed financial reporting
- Negotiate with the State of New Hampshire regarding consumer budgets and agency finances
- Maintain agency owned property
- Negotiate property leases

Instructor of "Business Applications with Lotus 1-2-3", McIntosh College, Dover, NH 1/88 - 12/94

Assistant General Manager, Lawrence Page, Inc., Dover, NH - 6/84 - 7/87

Also held the positions of Financial Manager and Manager of MIS Operations

EDUCATION

Associates Degree in Computer Science, Programming
Hesser College, Manchester, NH, 1984.

Bachelor of Science, Elementary Education
Baldwin Wallace College, Berea, Ohio, 1974.

Karen McLaughlin

One Sky Community Services, Portsmouth NH

Director of Service Coordination

May 2000- Present

Oversee the management and operation of the Service Coordination department staff, all services delivery and planning activities and department budget. Assist people with intellectual disabilities or acquired brain disorders and others in need of supports to live as valued and participating members of their community.

One Sky Community Services, Portsmouth NH

Service Coordinator

July 1998- April 2000

Responsible for assisting adults with intellectual disabilities or acquired brain disorder in accessing services and resources to meet their needs; planning and service development and ensure overall compliance, quality, and cost budgeting of service delivery.

Kimi Nicholas Center, Plaistow NH

July 1992- July 1997

Program Director

Responsible for the overall development and implementation of community based day program services for individuals with intellectual disabilities. Coordination of community resources to provide volunteer, employment and recreational/social opportunities. Provide staff training and supervision and coordination of therapeutic services needed.

Long Island District Developmental Service Office, Hauppauge NY

Program Manager

March 1987- February 1990

Managed three community homes providing residential services to adults with intellectual disabilities. Responsible for program development and implementation and monitoring of all services. Supervised direct support and team leader staff. Responsible for clinical and administrative operation of the homes.

Long Island District Developmental Services Office, Hauppauge NY

Recreation Therapist

July 1984- March 1987

Coordinated community based leisure and recreational community based activities for the residents of five small community homes providing residential services for adults with intellectual disabilities. Provided assessment, program development and implementation of services.

Long Island Developmental Center, Melville NY

Recreation Therapist

November 1980- July 1984

Coordinated and developed recreational and leisure programs for large residential facility providing services to adult with intellectual and complex physical and medical disabilities. Provided assessment, development individual treatment plans and training of direct support staff.

Brattleboro Retreat, Child Adolescent Unit, Brattleboro VT

Activities Assistant

October 1979- October 1980

Assisted the development of therapeutic activities on a group and individual basis. Assisted in planning therapeutic groups. Provided patient assessment and recommendation for patient treatment and services.

Education Lyndon State College, Lyndonville VT
BS Therapeutic Recreation

Lenore A. Sciuto

PROFILE

Demonstrated Human/Social Services Program Management Experience Encompassing:

- Enthusiasm, dedication and strong desire to have a positive impact in the field of social services
- Keen understanding of the government funding processes vital to the success of social programs
- Acting as an effective liaison between clients, referral sources and other community partners with the goal of providing the strong advocacy, crisis intervention and long term support needed to assist individuals with developmental disabilities to live as valued members of their communities
- Excellent organizational skills with the capacity to handle numerous projects simultaneously
- Direct staff supervision, budgeting and sub-contractor negotiations with a proven track record of minimizing costs while ensuring the consistent, high-quality delivery of services to a large multi-cultural constituency

SUMMARY OF QUALIFICATIONS

Experienced Administrator With Experience In:

- Staff Supervision & Training
- Contract Negotiation / Minimizing Costs
- Person Centered Planning/Consumer Directed Services
- Delicate Budget Balancing To Maintain Government Entitlements
- Compliance With State & Federal Regulations
- Strategic Planning
- Facilitation
- Workforce Development
- Public Funding Streams
- Multi-Disciplinary Team Approaches

Experienced ABA Clinician With Expertise In::

- Crisis Intervention / Conflict Resolution
- Cultural Competency
- Staff & Family Training
- HIPPA Laws / Maintaining Trust & Confidentiality
- Developing Rapport With Referral Agencies
- Clinical Staff Supervision
- ABA Teaching Strategies
- Family Support
- Multi-Disciplinary Team Strategies
- Public Relations

PROFESSIONAL EXPERIENCE

Director of Family Services 1995-Present

Community Development Services, Portsmouth, NH Key Accomplishments Include:

- Successfully administered a \$2 million federally funded entitlement program that identified at-risk infants to ensure the provision of necessary treatments and therapies
- Developed and implemented a consumer directed In-Home Support and Respite Program for families caring for a member with a developmental disability in their home
- Eliminated budget deficit by creating Medicaid billable case management and re-negotiating vendor contracts
- Oversaw a multi-million dollar budget to serve over 600 families in Rockingham County, New Hampshire
- Effective liaison with medical, psychological, educational and protective service providers

Clinician / Family Support Services 1982-1995

Fidelity House, Inc., Lawrence, MA

Haverhill/Newburyport Human Services, Inc., West Newbury,

The Psychological Center, Inc., Lawrence, MA

Key Accomplishments Include:

- Participated in developing a Family Support pilot program in Massachusetts
- Provided clinical consultation to long-term care settings including: ICF-MRs, community residences, sheltered workshops and secure facilities
- Provided on-going care to individuals with developmental disabilities, traumatic brain injuries and dual MH/MR diagnoses

EDUCATION

Worked Toward Master of Science-Applied Behavioral Analysis
Concentration-Clinical Psychology (Completed All Requirements Except the Dissertation)
Northeastern University, Boston, MA

Course Work - Humanities / Department of Social Services
London Polytechnic Institute, London, England

Bachelor of Arts-Sociology/Psychology
Emmanuel College, Brookline, MA


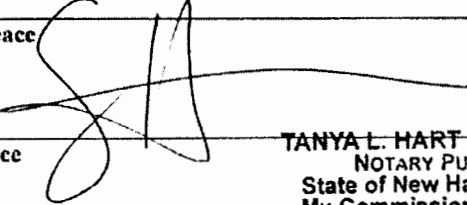
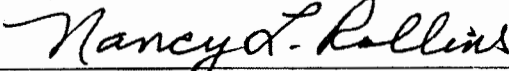
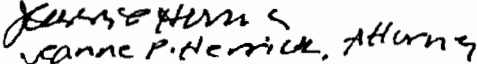
Subject: to provide Developmental and Acquired Brain Disorder Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name One Sky Community Services, Inc.		1.4 Contractor Address 755 Banfield Road Portsmouth, New Hampshire 03801	
1.5 Contractor Phone Number (603) 436-6111	1.6 Account Number 05-95-93-930010-7013-102-500731, 7852-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$2,524,452
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DAVID S. BROWN, TREASURER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/13/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace		TANYA L. HART NEWKIRK NOTARY PUBLIC State of New Hampshire My Commission Expires October 26, 2016	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>June 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: AM
Date: 5/10/17

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: community support/independent living services, day services, family-centered early support and services, family support services, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Resident Review (PASRR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASRR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: DM

Date: 5/20/13

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

Contractor Initials: ASM

Date: 5/10/13

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

Contractor Initials: Am
Date: 5/20/13

2. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below.

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
One Sky Community Services, Inc. 755 Banfield Road, Suite 3 Portsmouth, New Hampshire 03801	21	28,653	L01
Easter Seal Society of New Hampshire, Inc. 157 Portsmouth Avenue, Ste 5 Exeter, New Hampshire 03833	1	4,010	L30
Living Innovations 60 West Road Portsmouth, New Hampshire 03801	1	1,913	L65
Farmstead 213 Center Road Hillsborough, New Hampshire 03244	1	3,120	L85
Great Bay Services 2061 Woodbury Avenue Newington, New Hampshire 03801	20	16,439	L35
TOTALS	44	54,135	

2.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled.

State Fiscal Years 2014 and 2015

Contractor Initials: PM
Date: 5/21/15

The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

2.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

2.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

2.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

2.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 2.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

2.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

2.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

3. DAY SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516 - "Adult Day and Work Activities," He-M 507 - "Day Habilitation," and/or He-M 518 - "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
One Sky Community Services, Inc. 755 Banfield Road, Suite 3 Portsmouth, New Hampshire 03801	17	55,331	D01, D02, D04, D10
Easter Seal Society of New Hampshire, Inc. 157 Portsmouth Avenue, Ste 5 Exeter, New Hampshire 03833	17	67,978	D30
Great Bay Services 2061 Woodbury Avenue Newington, New Hampshire 03801	49	219,450	D35
The Institute of Professional Practice, Inc. Twin Rivers Associates Exeter Village Shops 137 Epping Road Exeter, New Hampshire 03833	12	53,754	D40
Work Opportunities Unlimited 114 Locust Street, Ste 2 Dover, New Hampshire 03820	13	53,177	D60
Living Innovations 60 West Road Portsmouth, New Hampshire 03801	27	121,124	D65

State Fiscal Years 2014 and 2015

Contractor Initials: AM
Date: 5/1/11

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
LifeShare, Inc. 383 Central Avenue, Suite LL50 Dover, New Hampshire 03820	20	80,132	D70
Granite Bay Connections 54 Old Suncook Road Concord, New Hampshire 03301	1	6,677	D80
Farmstead 213 Center Road Hillsborough, New Hampshire 03244	3	12,260	D85
	<u>152</u>	<u>669,883</u>	

3.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: ATZ
Date: 5/1/12

4. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early intervention supports will be provided in accordance with the service description(s) cited below and in compliance with He-M 510 - "Family-Centered Early Supports and Services."

<u>NAME AND ADDRESS OF AGENCY</u>	<u>TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS</u>	<u>COST CENTER CODE</u>
Child and Family Services of New Hampshire 9 Hampton Road Exeter, New Hampshire 03833	152	E20
Richie McFarland Children's Center 11 Sandy Point Road Stratham, New Hampshire 03885	<u>228</u>	E24
TOTALS	<u>380</u>	

4.2. The Contractor agrees that should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. FAMILY SUPPORT SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below, with He-M 519 - "Family Support Services" and He-M 513 - "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>FAMILIES PROVIDED WITH RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH NON-RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS</u>	<u>RESPITE UNITS</u>	<u>COST CENTER CODE</u>
One Sky Community Services, Inc. 755 Banfield Road, Suite 3 Portsmouth, New Hampshire 03801	320	95	95	130	146,817	F01, F05, F10

5.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: DM
Date: 5/1/17

6. IN-HOME SUPPORT SERVICES

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513 - "Respite", He-M 517 - "Environmental Modifications", and/or He-M 503 and 510 - "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
One Sky Community Services, Inc. 755 Banfield Road, Suite 3 Portsmouth, New Hampshire 03801	20	240	106
Living Innovations 60 West Road Portsmouth, New Hampshire 03801	1	12	166
TOTALS	21	252	

6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

6.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 6.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

6.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

7. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>		<u>UNITS</u>		<u>COST CENTER CODE</u>
One Sky Community Services, Inc. 755 Banfield Road, Suite 3 Portsmouth, New Hampshire 03801	Day 6 Res 11	21,629 3,259	Day Res	21,629 3,259	C02, C10
Easter Seal Society of New Hampshire, Inc. 157 Portsmouth Avenue, Ste 5 Exeter, New Hampshire 03833	Day 18 Res 19	77,440 5,787	Day Res	77,440 5,787	C30
The Institute of Professional Practice, Inc. 3 Mast Road Lee, New Hampshire 03824	Day 3 Res 3	16,102 963	Day Res	16,102 963	C40
Community Strategies for New Hampshire 32 Washington St. Keene, New Hampshire 03431	Day 2 Res 2	6,016 692	Day Res	6,016 692	C45
Residential Resources, Inc. 6 Mary Clark Drive, Unit #2 Hampstead, New Hampshire 03801	Day 5 Res 5	22,700 1,653	Day Res	22,700 1,653	C55

State Fiscal Years 2014 and 2015

Contractor Initials: EM
Date: 5/1/13

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Living Innovations 60 West Road Portsmouth, New Hampshire 03801	Day 26 Res 29	Day 103,582 Res 9,745	C65
Crotched Mountain Services 16 Route 111, Suite #3 Derry, New Hampshire 03038	Day 4 Res 4	Day 20,567 Res 1,165	C75
Farmstead 213 Center Road Hillsborough, New Hampshire 03244	Day 5 Res 5	Day 22,874 Res 1,330	C85
LifeShare, Inc. 383 Central Avenue, Suite LL50 Dover, New Hampshire 03820	Day 11 Res 11	Day 43,182 Res 3,708	C70
May Institute 3 Sawmill Road Atkinson, New Hampshire 03811	Day 2 Res 2	Day 10,238 Res 220	C90
TOTALS	<u>Day 82</u> <u>Res 91</u>	<u>Day 344,339</u> <u>Res 28,737</u>	

7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

State Fiscal Years 2014 and 2015

Contractor Initials: AMS
Date: 5/6/14

- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: DM
Date: 5/14/13

8. RESIDENTIAL SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
One Sky Community Services, Inc. 755 Banfield Road, Suite 3 Portsmouth, New Hampshire 03801	12	3,559	R01, R02, R03
Easter Seal Society of New Hampshire, Inc. 151 Portsmouth Avenue, Ste 5 Exeter, New Hampshire 03833	9	3,100	R30
Great Bay Services 2061 Woodbury Avenue Newington, New Hampshire 03801	4	1,460	R35
The Institute of Professional Practice, Inc. 3 Mast Road Lee, New Hampshire 03824	4	1,355	R40
Community Strategies of New Hampshire 32 Washington St. Keene, New Hampshire 03431	2	667	R45
Residential Resources, Inc. 6 Mary Clark Drive, Unit #2 Hampstead, New Hampshire 03801	3	1,016	R55

State Fiscal Years 2014 and 2015

Contractor Initials: AMS
Date: 5/1/12

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Granite Bay Connections 54 Old Suncook Road Concord, New Hampshire 03301	1	300	R80
Living Innovations 60 West Road Portsmouth, New Hampshire 03801	10	3,072	R65
LifeShare, Inc. 383 Central Avenue, Suite LL50 Dover, New Hampshire 03820	11	3,569	R70
	<u>26</u>	<u>18,164</u>	

8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

State Fiscal Years 2014 and 2015

Contractor Initials: RLB
Date: 5/1/14

8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: DM
Date: 5/10/13

9. SERVICE COORDINATION

9.1. The Contractor agrees to employ 17 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 440 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1.5 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."

9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.

9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A: 18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.

9.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

State Fiscal Years 2014 and 2015

Contractor Initials: AMS
Date: 5/14/13

10. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522 - "Services to Persons with Acquired Brain Disorders."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
One Sky Community Services, Inc. 755 Banfield Road, Suite 3 Portsmouth, New Hampshire 03801	Day 1 Res 1 CDS 4	Day 5,328 Res 350 CDS 48	C10, I02, I03, I10
Crotched Mountain Services 16 Route 111, Suite #3 Derry, New Hampshire 03038	Day 2 Res 2	Day 9,358 Res 625	C75
Granite Bay Connections 54 Old Suncook Road Concord, New Hampshire 03301	Day 2 Res 1 CSS 1	Day 9,384 Res 325 CSS 4,160	D80, R80, L80
Living Innovations 60 West Road Portsmouth, New Hampshire 03801	Day 1 CSS 1 CDS 1	Day 5,866 CSS 4,160 CDS 12	I65, D65, L65
LifeShare, Inc. 383 Central Avenue, Suite LL50 Dover, New Hampshire 03820	Day 2 Res 2	Day 4,586 Res 665	C70
Community Strategies for New Hampshire 32 Washington St. Keene, New Hampshire 03431	Res 2	Res 223	R45
TOTALS	Day 8 Res 7	Day 34,522 Res 2,175	

State Fiscal Years 2014 and 2015

Contractor Initials: DM
Date: 5/1/15

CDS 2 CDS 36
CSS 2 CSS 8,320

- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 10.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. CONSOLIDATED DEVELOPMENTAL SERVICES

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and with He-M 507 - "Day Habilitation," He-M 518 - "Employment Services," He-M 513 - "Respite," and/or He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
One Sky Community Services, Inc. 755 Banfield Road, Suite 3 Portsmouth, New Hampshire 03801	48	576	101, 102, 103, 110
Easter Seal Society of New Hampshire, Inc. 157 Portsmouth Avenue, Ste 5 Exeter, New Hampshire 03833	5	60	130
Community Strategies for New Hampshire 32 Washington St. Keene, New Hampshire 03431	1	12	145
The Institute of Professional Practice, Inc. Twin Rivers Associates Exeter Village Shops 137 Epping Road Exeter, New Hampshire 03833	1	12	140
Living Innovations 60 West Road Portsmouth, New Hampshire 03801	7	84	165

State Fiscal Years 2014 and 2015

Contractor Initials: PM
Date: 5/14/13

Work Opportunities Unlimited
114 Locust Street, Ste 2
Dover, New Hampshire 03820

1 12 160

LifeShare, Inc.
383 Central Avenue, Suite LL50
Dover, New Hampshire 03820

4 48 170

TOTALS 67 804

11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 11.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: Q/M
Date: 5/1/15

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$1,750,836 and federal funds made available from the Catalog of Federal Domestic Assistance, CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$773,616.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditures, which exceed the approved budgets, shall be solely the financial transfer

Contractor Initials: DM

Date: 5/16/13

responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials: AM

Date: 5/1/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials: DSB

Date: 5/10/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

One Sky Community Services, Inc. From: 7/1/2013 To: 6/30/2015
 (Contractor Name) (Period Covered by this Certification)

David S. Brown, Treasurer
 (Name & Title of Authorized Contractor Representative)

David S. Brown, Treas. 5/10/13
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 through June 30, 2015

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.

David S. Brawn Treasurer
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

One Sky Community Services, Inc. 5/10/13
 (Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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).

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

David S. Brown, Treas. David S. Brown, Treasurer
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

One Sky Community Services, Inc. 5/14/13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

David S. Brown, Treasurer
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

One Sky Community Services, Inc.
(Contractor Name) 5/10/13
(Date)

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) **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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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
Division of Community Based Care Services
The State Agency Name

One Sky Community Services, Inc.
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

David S. Brown
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

David S. Brown
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Treasurer
Title of Authorized Representative

5/29/13
Date

5/10/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.

Del A. Bora, Treas.

David S. Brown, Treasurer

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

One Sky Community Services, Inc.

5/10/13

(Contractor Name)

(Date)

Contractor initials: DSB

Date: 5/10/13

Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD 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: _____

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: _____

Contractor initials: DSM
Date: 5/14/13
Page # _____ of Page # _____

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: One Sky Community Services, Inc.

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16)				
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Chris Muns, CEO	\$130,000	6.00%	94.00%	\$7,800.00
Cathy King, Associate Director	\$106,859	6.00%	94.00%	\$6,411.54
Franklin Truman, Director of Finance	\$74,591	6.00%	94.00%	\$4,475.46
Karen McLaughlin, Director of Adult Service Coord	\$61,664	2.00%	97.00%	\$1,233.28
Lenore Sciuto, Director of Family Support	\$56,313	50.00%	50.00%	\$28,156.50
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$48,076.78

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Developmental and Acquired Brain Disorder Services Contract**

This 1st Amendment to the Developmental and Acquired Brain Disorder Services contract (hereinafter referred to as "Amendment 1") dated this 14th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Developmental Services of Sullivan County (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 654 Main Street, Claremont, NH 03743.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 118), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows to:

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$767,466.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Add Exhibit A-1
- 7) Add Exhibit A-2
- 8) Delete Exhibit B and replace with Exhibit B Amendment #1
- 9) Delete Exhibit C and replace with Exhibit C Amendment #1
- 10) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 11) Delete Exhibit G and replace with Exhibit G Amendment #1
- 12) Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/20/15
Date

Diane Langley
Diane Langley
Director

Developmental Services of Sullivan County

4/28/15
Date

Susan L Parry
NAME SUSAN L PARRY
TITLE Sec/Treas.

Acknowledgement:

State of NH, County of Sullivan on April 28, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Renee Bonara
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

M. Beth Misuk
Name: *Mary Beth Misuk*
Title: *Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: *JAP*
Date: *4/28/15*



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. General Provisions

1.1. Provisions Applicable to All Services

1.1.1. The Contractor shall provide the following services (indicated by an “x” below in 1.1.1.1, and described in more detail and quantity in Exhibits A-1 and A-2 of this agreement) for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement.

1.1.1.1.

X	Community Support/Independent Living Services
X	Community Participation Services (formerly known as Day Services)
X	Family-Centered Early Supports and Services
X	Family Support Services
	Family Support Services / Partners-in-Health
X	In-Home Support Services
X	Residences Which May Also Provide Day Program Services
X	Residential Services
X	Service Coordination
X	Services to Persons with Acquired Brain Disorders
X	Participant Directed and Managed Services (formerly known as Consolidated Developmental Services)

1.1.1.2. The Contractor shall make best efforts to meet the needs of class members.

1.1.2. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Health Services, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.1.3. Screening for Criminal Convictions: The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are

JLP

4/28/15



Exhibit A – Amendment 1

in regular contact with or provide direct care or services to any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

- 1.1.4. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.
- 1.1.5. The commencement date of this Agreement, Amendment #1, shall be the Effective Date, that is, July 1, 2015, or date of Governor and Executive Council approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.
- 1.1.6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

2. Additional Contract Provisions

2.1. National Core Indicators (NCI)

The Contractor shall timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management System:

The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS):

The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST):

The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

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Exhibit A – Amendment 1

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START):

The Contractor shall provide financial support for regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management:

The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry:

The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will need funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS):

The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS):

The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

2.10. NHLeads:

For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.



Exhibit A – Amendment 1

2.11. No Wrong Door System:

- 2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner. The Contractor shall provide, at minimum, the following services consistent with the DHHS NWD System and subject to DHHS approval:
- 2.11.1.1. Conduct case management functions involving assessment, referral and linkage to needed Long Term Services and Supports (LTSS);
 - 2.11.1.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 2.11.1.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments, and eligibility determinations;
 - 2.11.1.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 2.11.1.5. Participate in NWD outreach, education and awareness activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

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 4/28/15



Exhibit A –1

DETAILED SERVICES

1. Community Supports/Independent Living Services

- 1.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 1.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 1.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 1.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for the Community Supports/Independent Living Section, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 1.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 1.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

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4/28/15



Exhibit A –1

2. Community Participation Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."
- 2.2. The Contractor agrees that, should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained in Exhibit A-2 for Day Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

3. Family Centered Early Supports and Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services will be provided in accordance with the service description(s) cited below and in compliance with He-M 510, "Family-Centered Early Supports Services".

3.1.1.

Name and Address of Agency	Total Number of Children Served on an Annual Basis	Cost Center Code
PathWays of the River Valley	171	E01

- 3.2. The Contractor agrees that, should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, the State, at its discretion, may reduce the price limitation as set for the in Paragraph 1.8 of the General Provisions of this agreement.

4. Family Support Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and with He-M 519, "Family Support Services," and He-M 513, "Respite Services." Providers of Family Residences who are provided with Respite Care should be reflected in Section 7 herein, Residences Which May Also Provide Day Programs.

4.1.1.

Name/Address of Agency	Families to be Served	Families Provided with Respite Only	Families Provided with Non-Respite Only	Families Provided with Both Types of Family Supports	Respite Units	Cost Center Code
PathWays of the River Valley	357	78	127	152	55,975	F01, F037



Exhibit A –1

- 4.2. The Contractor hereby agrees that, should the aggregate number of individuals served in family support service during a fiscal year decrease by ten (10) percent in the service description(s) contained herein, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. Family Support Services / Partners in Health

- 5.1. The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

5.2. General Provisions:

- 5.2.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.

5.2.1.1. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.

5.2.1.2. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.

- 5.2.2. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.

- 5.2.3. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.

- 5.2.4. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.

5.2.4.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.

5.2.4.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.

5.2.4.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.

- 5.2.5. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.

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Exhibit A –1

- 5.2.6. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- 5.3. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 5.3.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
- 5.3.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 5.3.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
- 5.3.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
- 5.3.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 5.3.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
- 5.3.7. Provide effective and evidence based family support practices, including but not limited to:
- 5.3.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
- 5.3.7.2. Integrate family support services with other agency services in region;
- 5.3.7.3. Incorporate the family support program within the agency's administrative structure;
- 5.3.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
- 5.3.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;



Exhibit A –1

- 5.3.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 5.3.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 5.3.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 5.3.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 5.3.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 5.3.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 5.3.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 5.3.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 5.3.14. Complete year-end summary of fiscal activities.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 524, "In-Home Supports."
- 6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations as set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.



Exhibit A –1

- 6.6. The Contractor hereby agrees that, should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for In-Home Support Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

7. Residences Which May Also Provide Day Program Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services (now known as Community Participation Services) in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."
- 7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 7.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 7.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residences Which May Also Provide Day Program Services (now known as Community Participation Services), the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.



Exhibit A –1

- 7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."
- 8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth in Paragraph 1.8 of the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 8.6. The Contractor hereby agrees that, should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Residential Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
- 8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-

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Exhibit A –1

term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

9. Service Coordination

- 9.1. The Contractor agrees to employ 13 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 269 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 3 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 5 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and to insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A:18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services shall be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

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Exhibit A –1

- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Services to Persons with Acquired Brain Disorders, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set



Exhibit A –1

- forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
 - 11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
 - 11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.
 - 11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-2 for Participant Directed and Managed Services, the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.
 - 11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
 - 11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

Exhibit A-2 Pathways of the River Valley



Community

Support/Independent Living

Reg 2	L01	Community Support Service	25	38254
Reg 2	D03	Community Support Service	1	1599

Community Participation Services

Reg 2	D02	Day	21	19488
Reg 2	D01	Day	16	71779
Reg 2	D03	Day	19	97865
Reg 2	D04	Day	14	34560
Reg 2	D09	Day	12	57409

In Home Supprt Services

Reg 2	I01	In Home Supports	24	409
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Residences Which May Also Provide Day Program Services

Comm.StrtgiesNH	C16	Day	2	11749
Comm.StrtgiesNH	C16	Residential	4	1360
Crotched Mtn.	C24	Day	1	5270
Crotched Mtn.	C24	Residential	2	597
North Country	C11	Day	2	6794
North Country	C11	Residential	2	625
Reg 2	C06	Day	1	2533
Reg 2	C06	Residential	1	231
Reg 2	C07	Day	3	9707
Reg 2	C07	Residential	11	3474
Reg 2	C08	Day	1	3955
Reg 2	C08	Residential	1	313
Reg 2	C09	Day	7	29308
Reg 2	C09	Residential	9	2899
Reg 2	C18	Day	2	11093
Reg 2	C18	Residential	2	730
Reg 2	C19	Residential	1	365
Reg 2	C33	Residential	10	2921
Reg 2	C34	Day	1	3965
Reg 2	C34	Residential	1	353
Reg 2	C39	Day	2	10104
Reg 2	C39	Residential	2	616
Reg 2	C40	Day	3	14570
Reg 2	C40	Residential	3	961

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4/28/15

Exhibit A-2 Pathways of the River Valley

Reg 2	C41	Day	3	17809
Reg 2	C41	Residential	3	913
Reg 2	C42	Day	1	3826
Reg 2	C44	Day	2	8786
Reg 2	C44	Residential	2	649
Reg 2	C45	Day	4	21954
Reg 2	C45	Residential	4	1432
Reg 2	C47	Residential	1	365
Reg 2	C49	Day	3	12948
Reg 2	C49	Residential	3	945
Reg 2	C91	Day	9	40049
Reg 2	C91	Residential	19	6492
Reg 2	C93	Day	1	4380
Reg 2	C93	Residential	1	282
Reg 2	C94	Residential	9	3185
Reg 2	C99	Day	5	24684
Reg 2	C99	Residential	18	6294

Residential Services

ISN	R05	Residential	13	4208
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Services to Persons With Acquired Brain Disorders

Crotched Mtn.	C24	Day	1	5953
Crotched Mtn.	C24	Residential	1	297
ISN	R05	Residential	1	365
North Country	C11	Day	1	5520
North Country	C11	Residential	1	271
Reg 2	C07	Residential	2	678
Reg 2	C33	Residential	2	662
Reg 2	C39	Day	2	8664
Reg 2	C39	Residential	2	577
Reg 2	C43	Day	1	2733
Reg 2	C43	Residential	1	282
Reg 2	C48	Residential	1	286
Reg 2	C91	Day	1	3404
Reg 2	C91	Residential	1	365
Reg 2	C99	Day	1	2931
Reg 2	C99	Residential	1	365
Reg 2	D03	Day	1	1248
Reg 2	D04	Day	1	3928

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4/28/15

Exhibit A-2 Pathways of the River Valley



Reg 2	107	Consolidated Services	4	46
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**Participant Directed and
Managed Services**

Reg 2	107	Consolidated Services	66	1002
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Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A, Exhibit A-1, and Exhibit A-2.
2. The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed:
 - 2.1. \$56,311.00 – 15% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, CFDA #84.181A, Federal Award Identification Number TBD; and
 - 2.2. \$320,991.00 – 85% General funds.
3. Payment Methodology
 - 3.1. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 3.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
 - 3.1.2. The Contractor shall comply with the following reporting financial requirements:
 - 3.1.2.1. On a monthly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, and the Agreement's SFY 2016 approved budget-to-actual analysis. These documents shall be submitted within thirty (30) days of the preceding month's end.
 - 3.1.2.2. On a quarterly basis, the Contractor shall submit to the State the Contractor's Balance Sheet, Summary of Revenues and Expenditures, a statistical report, and program reports as prescribed by the State for the preceding quarter. All such reports shall be submitted on forms, provided or approved by the State. These reports shall be submitted within thirty (30) days of the preceding quarter's end.
 - 3.1.2.3. On a quarterly basis, for entities which are controlled by, under common ownership with, or an affiliate of, or related party to the Contractor, the Contractor shall submit to the State a Summary of Revenues and Expenditures and a Balance Sheet. These reports shall be submitted within thirty (30) days of the preceding quarter's end.



Exhibit B Amendment #1

- 3.1.2.4. Quarterly reporting periods shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of the applicable year.
- 3.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 3.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review.
- 3.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 3.1.5. The Contractor shall submit, on or before July 1, 2015, to the State for its approval, the Contractor's State Fiscal Year 2016 projected budget to perform the services described in this Agreement; such budget shall not exceed the funding limitations identified in paragraph 2 of this Exhibit B Amendment #1. The budget shall include projected revenues and expenditures associated with the projected number of individuals to be served in each specified service category, quantity, and cost as identified in Exhibits A-1 and A-2.
- 3.1.6. Any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 3.1.7. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.



Exhibit B Amendment #1

- 3.1.7.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
 - 3.1.8. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:
 - 3.1.8.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
 - 3.1.8.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
 - 3.1.8.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
 - 3.1.9. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
 - 3.1.10. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
4. Allocation of Funding
- 4.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
 - 4.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.
 - 4.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
4/28/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The following paragraphs shall be added to the General Provisions of this Agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall



demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

4. The Contractor shall promptly notify (within thirty (30) days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.

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4/28/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G Amendment #1

Contractor Initials

JLO

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 Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Developmental Services of Sullivan County

4/28/15
Date

Susan L. Parry
Name: SUSAN L. PARRY
Title: Secy Treas

Exhibit G Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials SLP



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I Amendment #1

- 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

LLG

4/28/15



Exhibit I Amendment #1

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 Amendment #1

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 Amendment #1

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

[Handwritten Signature]
4/28/15



Exhibit I Amendment #1

- 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.

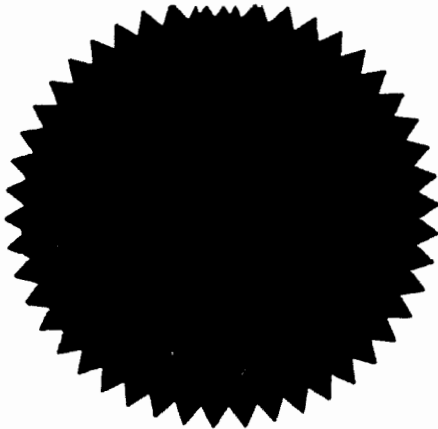
NH DHHS
 The State
Lorene Reagan
 Signature of Authorized Representative
Lorene Reagan
 Name of Authorized Representative
MSAD Bureau Chief
 Title of Authorized Representative
5/30/15
 Date

Developmental Services of Sullivan Country
 Name of the Contractor
Susan L Parry
 Signature of Authorized Representative
Susan L Parry
 Name of Authorized Representative
Sec/Treas.
 Title of Authorized Representative
4/28/15
 Date

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 Pathways of the River Valley is a New Hampshire trade name registered on February 15, 2007 and that Developmental Services of Sullivan County presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ralph Puckett, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Developmental Services of Sullivan County
(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 3/23/15:
(Date)

RESOLVED: That the Sec/Treas
(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, 2015.
(Date Contract Signed)

4. Susan L. Parry is the duly elected Sec./Treas
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ralph Puckett
(Signature of the Elected Officer)

STATE OF New Hampshire
County of Sullivan

The forgoing instrument was acknowledged before me this 28th day of April, 2015.

By RALPH PUCKETT
(Name of Elected Officer of the Agency)

Wanda J. [Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/23/15

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/23/2015

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 Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Greg Meyer	Phone: 603-424-9901 Fax: 866-848-1223	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C. No):													
	INSURED Developmental Services of Sullivan County Inc. dba Pathways of the River Valley Margaret Flint 654 Main Street		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: *Hanover Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: *Hanover Insurance Company		INSURER B: Wesco Insurance Company	25011	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZHVA348703	06/30/2014	06/30/2015	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 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		AHVA35882300	06/30/2014	06/30/2015	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 OCCUR CLAIMS-MADE DED RETENTION \$		UHVA348710	06/27/2014	06/27/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WWC3105091	09/04/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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	Data Processing		ZHVA348703	06/30/2014	06/30/2015	
A	Property Section		ZHVA348703	06/30/2014	06/30/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Mark Mills excluded from Workers Compensation Coverage

CERTIFICATE HOLDER**CANCELLATION**

The Department of Health and Human Services (DHHS)
 129 Pleasant Street
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick L. Lapette



April 27, 2015

Bureau of Contracts & Procurement
Office of Business Operations
NH Department of Health and Human Services
129 Pleasant Street, Concord, NH 03301-3857

Re: DSSC dba PathWays of the River Valley Certificate of Insurance

To Whom it may Concern:

PathWays's insurance year runs co-incident with its fiscal year. We are in the process of reviewing the policy for renewal. At this time, I have no reason to believe that the policy will not either be renewed, as is or at terms commensurate with those currently in effect.

If you have any questions, please contact me.

Yours truly,

Michael W. Quinn,
Chief Financial Officer

PathWays
654 Main Street
Claremont, NH 03743
(603) 504-1547
mquinn@pathwaysnh.org



PathWays is dedicated to expanding the opportunities that enrich the lives of people with disabilities. Our passion is working together with children, adults and their families to create their own desired future in their own community. We provide our services in a spirit of partnership and respect.

**Grafton County
24 Hanover Street
Lebanon, NH 03766
603-448-2077**

www.pathwaysnh.org

**Sullivan County
654 Main Street
Claremont, NH 03743
603-542-8706**

Financial Statements

**DEVELOPMENTAL SERVICES OF
SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY**

**FOR THE YEARS ENDED
JUNE 30, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT**

***Leone,
McDonnell
& Roberts***
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statements of Activities	4
Statements of Cash Flows	5
Statement of Functional Public Support and Revenue	6
Statement of Functional Expenses	7 - 8
Notes to Financial Statements	9 - 15

To the Board of Directors of
Developmental Services of Sullivan County, Inc.
d/b/a Pathways of the River Valley
Claremont, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Developmental Services of Sullivan County, Inc., d/b/a Pathways of the River Valley (a nonprofit organization), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related statement of functional expenses for the year ended June 30, 2014, 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 misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments; the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Development Services of Sullivan County, Inc., d/b/a Pathways of the River Valley as of June 30, 2014 and 2013, and the changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Development Services of Sullivan County, Inc.'s., d/b/a Pathways of the River Valley June 30, 2013 financial statements, and our report dated January 9, 2014, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The statement of functional public support and revenue on page 6 is presented for the 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.

*Leone, McDonnell & Roberts,
Professional Association*

Wolfboro, New Hampshire
February 6, 2015

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.

d/b/a

PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 917,305	\$ 1,579,428
Accounts receivable, net	636,457	341,923
Bequest receivable	116,387	
Prepaid expenses	89,039	49,953
Total current assets	<u>1,759,188</u>	<u>1,971,304</u>
NONCURRENT ASSETS		
Property, equipment and vehicles, net	1,594,483	1,447,212
Loan origination fees, net	4,510	6,765
Security deposits	6,795	6,795
Investment in insurance captive	29,961	29,961
Total noncurrent assets	<u>1,635,749</u>	<u>1,490,733</u>
TOTAL ASSETS	<u>\$ 3,394,937</u>	<u>\$ 3,462,037</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 215,140	\$ 177,912
Due to another area agency	74,000	148,000
Refundable advances	90,709	98,975
Accounts payable and accrued expenses	1,230,341	1,392,892
Total current liabilities	1,610,190	1,817,779
LONG TERM LIABILITIES		
Long term debt, net of current portion shown above	<u>467,900</u>	<u>599,692</u>
Total liabilities	2,078,090	2,417,471
NET ASSETS		
Unrestricted	<u>1,316,847</u>	<u>1,044,566</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,394,937</u>	<u>\$ 3,462,037</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.

d/b/a

PATHWAYS OF THE RIVER VALLEY

**STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
PUBLIC SUPPORT AND REVENUE		
Medicaid	\$ 16,664,494	\$ 16,978,157
Client and program fees	656,726	626,547
Division of Mental Health and Developmental Services	231,800	253,542
Grants	19,348	40,429
Contributions	117,670	868
Investment return	126	321
Gain on sale of property	520	
Other	<u>50,245</u>	<u>86,068</u>
 Total public support and revenue	 <u>17,740,929</u>	 <u>17,985,932</u>
 EXPENSES		
Program Services		
Service coordination	959,358	855,537
Combined day services	1,154,248	1,276,767
Early support services	376,858	406,662
Enhanced family care	1,843,259	1,822,967
Independent living	2,856,092	2,551,963
Community residences	3,898,811	4,390,306
Community support	196,008	213,517
Subcontractors	4,092,319	3,909,298
Family support	<u>276,119</u>	<u>430,187</u>
 Total program services	 15,653,072	 15,857,204
 Supporting Activities		
General management	<u>1,815,576</u>	<u>1,869,171</u>
 Total expenses for program and support services	 <u>17,468,648</u>	 <u>17,726,375</u>
 CHANGE IN NET ASSETS	 272,281	 259,557
 NET ASSETS - BEGINNING OF YEAR	 <u>1,044,566</u>	 <u>785,009</u>
 NET ASSETS - END OF YEAR	 <u>\$ 1,316,847</u>	 <u>\$ 1,044,566</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.

d/b/a

PATHWAYS OF THE RIVER VALLEY

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 272,281	\$ 259,557
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	101,370	119,594
Changes in assets and liabilities		
(Increase) decrease in accounts receivable - net	(294,534)	802,996
(Increase) in bequest receivable	(116,387)	
(Increase) in prepaid expenses	(39,086)	(1,354)
Decrease in security deposits		1,803
(Decrease) increase in refundable advances	(8,266)	84,528
(Decrease) increase in accounts payable and accrued expenses	<u>(162,551)</u>	<u>102,250</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(247,173)</u>	<u>1,369,374</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, equipment and vehicles	(141,015)	(236,743)
Increase in loan origination fees		(8,456)
Investment in insurance captive		<u>(29,961)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(141,015)</u>	<u>(275,160)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
(Decrease) increase in due to another area agency	(74,000)	148,000
Repayment of debt	<u>(199,935)</u>	<u>(138,673)</u>
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<u>(273,935)</u>	<u>9,327</u>
NET (DECREASE) INCREASE IN CASH	(662,123)	1,103,541
CASH AT BEGINNING OF YEAR	<u>1,579,428</u>	<u>475,887</u>
CASH AT END OF YEAR	<u>\$ 917,305</u>	<u>\$ 1,579,428</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 46,732</u>	<u>\$ 41,303</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Equipment financed by long term debt	<u>\$ 105,371</u>	<u>\$ 29,894</u>

See Notes to Financial Statements

**FOR THE YEAR ENDED JUNE 30, 2014
WITH COMPARATIVE TOTALS FOR 2013**

	<u>General Management</u>	<u>Service Coordination</u>	<u>Combined Day Services</u>	<u>Early Support Services</u>	<u>Enhanced Family Care</u>	<u>Independent Living</u>	<u>Community Residences</u>	<u>Community Support</u>	<u>Subcontractors</u>	<u>Family Support</u>
\$	1,348	\$ 643,982	\$ 795,383	\$ 477,800	\$ 2,833,884	\$ 3,307,476	\$ 3,809,784	\$ 150,703	\$ 4,483,627	\$ 161,814
	126		3,575	8,082	139,727	22,672	367,672	2,514	112,484	
	117,670			56,363	175,437					
	520		18,000							
	<u>9,779</u>		<u>3,486</u>		<u>36,931</u>	<u>29</u>	<u>20</u>			
\$	<u>129,443</u>	<u>\$ 643,982</u>	<u>\$ 820,444</u>	<u>\$ 542,245</u>	<u>\$ 3,185,979</u>	<u>\$ 3,330,177</u>	<u>\$ 4,177,476</u>	<u>\$ 153,217</u>	<u>\$ 4,596,111</u>	<u>\$ 161,814</u>

WITH COMPARATIVE TOTALS FOR 2013

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support
\$	699,892	\$ 648,629	\$ 664,483	\$ 133,622	\$ 255,239	\$ 807,738	\$ 2,435,502	\$ 116,809	\$	\$ 30,9
	194,235	60,362	148,522	8,534	12,511	164,146	408,800	33,375		3,0
	72,678	47,935	50,025	9,917	19,619	56,782	173,122	8,087		2,2
	4,291	54,694	5,490	186,599	1,433,638	1,552,199	11,837		\$ 104,222	170,0
	174	3,363	6,152	1,868	1,073	8,678	17,812	1,661		7
	55,000				9,464	45,871	640		3,944,127	15,0
	23,000									
	159,713	12,288	35,217	7,128	8,385	998	5,762		13,687	3,6
	1,399	741					493			
	2,155	1,990					1,695			
	33,543	48,304	850	1,142		130	338			2,3
	13,875		40,490		36,836		56,170			
	23,799		4,154		2,221		64,189			1,7
	15,013		6,126		2,363		73,365			1,3
	38,302	725	2,523	2	507	60	87,052			4,2
	18,644	1,246	2,904	323	308	1,114	6,426			3
	5,014		972		1,860		24,612			
	57	5	740		5,130	720	77,955	20		7
		63			64	1,039	20,992			
	32,432		288		7,800	3,687	2,462			1
	96,107	1,466	2,392		3,235	1,052	6,389			
	15,085	100	5,588		2,691		31,535			6
	39,778				1,886		58,901			
	67,716	6,305	3,239	3,060	1,886	6,356	9,715	518		2
	1,429	1,166	300	868	74	19				
	6,797	5,680	10,339	1,106	1,461	5,999	36,141	2,314		3
	15,341		6	8	42	162	450			
\$	1,635,469	\$ 895,062	\$ 990,800	\$ 354,177	\$ 1,806,407	\$ 2,656,750	\$ 3,612,446	\$ 162,784	\$ 4,062,036	\$ 237,9

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**FOR THE YEAR ENDED JUNE 30, 2014
WITH COMPARATIVE TOTALS FOR 2013**

	<u>General Management</u>	<u>Service Coordination</u>	<u>Combined Day Services</u>	<u>Early Support Services</u>	<u>Enhanced Family Care</u>	<u>Independent Living</u>	<u>Community Residences</u>	<u>Community Support</u>	<u>Subcontractors</u>	<u>Family Support</u>
	\$ 1,635,469	\$ 895,062	\$ 990,800	\$ 354,177	\$ 1,806,407	\$ 2,656,750	\$ 3,612,446	\$ 162,784	\$ 4,062,036	\$ 237,9
	9,478	29,524	36,257	14,363	15,777	38,845	55,326	6,253		
	266	175	50,463	208	208	62,907	6,996	12,839		
	526	1,534	1,021	417	5,534	52,373	6,006	225	4,800	28,6
	34		20	38	8,821	1,061	24,801			1
	19,619		9,556		1,911		14,010			
	40,419		60,844	6,954	3,476	40,866	160,061	13,907		1,7
	22,994	31,291	137	790						
	4,035	630								
	33,000		361		908		17,048		25,483	7,5
	28,415	1,142	4,789	119	217	3,290	2,117			
	<u>21,321</u>	<u>959,358</u>	<u>1,154,248</u>	<u>376,858</u>	<u>1,843,259</u>	<u>2,856,092</u>	<u>3,898,811</u>	<u>196,008</u>	<u>4,092,319</u>	<u>276.1</u>
	\$ 1,815,576	\$ 959,358	\$ 1,154,248	\$ 376,858	\$ 1,843,259	\$ 2,856,092	\$ 3,898,811	\$ 196,008	\$ 4,092,319	\$ 276.1

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Developmental Services of Sullivan County, Inc. d/b/a Pathways of the River Valley (Pathways) is a New Hampshire nonprofit corporation that provides personnel, services and facilities for the training, care and development of developmentally disabled individuals throughout Sullivan County and the area known as the Upper Valley Region in New Hampshire. Pathways has been approved by the State of New Hampshire, Division of Developmental Services as the provider of services for individuals with developmental disabilities for its designated region.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The Organization prepares its financial statements in accordance with Financial Accounting Standards Board Accounting Standards Codification 958 (ASC 958) *Not for Profit Entities*. Under ASC 958, the Organization is required to report information regarding financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2014 and 2013, Pathways had only unrestricted net assets.

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 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.

Accounts Receivable

The Pathways provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. At June 30, 2014 and 2013, the allowance for doubtful accounts was approximately \$16,000 and \$11,000, respectively.

Property and Depreciation

Purchased property is recorded at cost, or if donated, at estimated fair value on the date received. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets as follows:

Buildings	39 years
Leasehold improvements	5 to 25 years
Furniture, equipment and software	5 to 20 years
Vehicles	4 to 5 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized. Depreciation expense for the years ended June 30, 2014 and 2013 was \$99,115 and \$117,903, respectively.

Loan Origination Fees

Loan origination fees associated with the refinancing of Pathways' note payable on March 31, 2013 (Note 6) amounted to \$8,456. The costs are amortized on the straight line method over the term of the note, forty five months. Amortization expense amounted to \$2,255 and \$1,691 for years ended June 30, 2014 and 2013, respectively. The financing costs are scheduled to be amortized at approximately \$2,300 per year through December 2016.

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 for its financial instruments. Pathways' financial instruments consist of cash, short-term receivables and payables, short-term notes payable and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2014 and 2013.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or costs are incurred.

Contributions

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values as of the date of receipt. No amounts have been reflected in the statements for donated services as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated their time to Pathways program services. Also, the Board of Directors serves as volunteers.

Donations and Appropriations

All donations and appropriations are considered to be available for unrestricted use unless specifically restricted by the donor.

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 accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with Pathways financial statements for the year ended June 30, 2013, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and services have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

Accrued Earned Time

Pathways has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. Accrued earned time amounted to \$231,718 and \$239,568 at June 30, 2014 and 2013, respectively.

Advertising Policy

Pathways' policy is to expense advertising costs as they are incurred.

Income Taxes

Pathways is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined Pathways to be other than a private foundation within the meaning of Section 509(a).

Management has evaluated Pathways' tax positions and concluded that Pathways has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. Pathways is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2010.

2. INVESTMENT RETURN

The investment returns for the years ended June 30, 2014 and 2013 represents interest income from bank accounts.

3. PROPERTY, EQUIPMENT AND VEHICLES

As of June 30, 2014 and 2013, property, equipment and vehicles consisted of the following:

	<u>2014</u>	<u>2013</u>
Land and buildings	\$ 1,979,052	\$ 1,864,100
Furniture, equipment and software	284,002	274,609
Vehicles	280,421	281,552
Leasehold improvements	<u>78,787</u>	<u>77,327</u>
	2,622,262	2,497,588
Less accumulated depreciation	<u>1,027,779</u>	<u>1,050,376</u>
Property, equipment and vehicles, net	<u>\$ 1,594,483</u>	<u>\$ 1,447,212</u>

4. INVESTMENT IN INSURANCE CAPTIVE

In May 2013 Pathways entered into a captive insurance program, sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive known as Roundstone Mid Market Med Group Captive. Pathways and all other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The participant investment into the captive insurance program amounted to \$29,961 at June 30, 2014 and 2013.

5. DEMAND NOTE PAYABLE

Pathways maintained a revolving line of credit with a bank through March 31, 2013. The maximum amount available on the note was \$1,000,000. Interest was due monthly and was stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% as of March 31, 2013. The bank would advance funds subject to a formula of 70% against eligible receivables less than 60 days old. The note was secured by a first security interest in all assets. Effective March 31, 2013 the revolving line of credit was converted to a term loan (Note 6).

6. NOTES PAYABLE

The notes payable as of June 30, 2014 and 2013 consisted of the following:

	<u>2014</u>	<u>2013</u>
5.976% note payable to a bank in monthly installments of principal and interest of \$5,626 through December, 2016. The note is collateralized by a first mortgage on the land and buildings of Pathways.	\$ 130,319	\$ 186,681
Note payable to a bank in monthly installments of principal of \$9,400, plus interest. Interest is stated at the LIBOR Advantage Rate (ranging from .1504% to .1911% for July 2013 to June 2014 and .1932% to .2035% for March 31, 2013 through June 30, 2013) plus 4.75%. This resulted in interest rates of 4.91% and 4.94% at June 30, 2014 and 2013, respectively. The note matures on March 16, 2018, and is secured by a first security interest in all assets.	417,374	535,800

Notes payable to various finance institutions in monthly installments for principal and interest ranging from \$298 to \$747 with maturity dates ranging from June, 2015 to October, 2019. The notes have interest rates ranging from 3.99% to 10.59% and are collateralized by vehicles owned by Pathways.

	<u>135,347</u>	<u>55,123</u>
	683,040	777,604
Less current portion due within one year	<u>215,140</u>	<u>177,912</u>
Total long term debt	<u>\$ 467,900</u>	<u>\$ 599,692</u>

At June 30, 2014, Pathways was in default of the debt service coverage ratio required by a bank and, therefore, the bank has the right to demand payment and may declare all indebtedness under the loans immediately due and payable. The amount of such loans subject to this clause totaled \$547,693 at June 30, 2014. Pathways has obtained a waiver from the bank, through which the bank has waived its right to demand payment on the notes.

The scheduled maturities of the notes payable as of June 30, 2014 were as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2015	\$ 215,140
2016	219,281
2017	142,444
2018	96,812
2019	<u>9,363</u>
	<u>\$ 683,040</u>

7. DUE TO ANOTHER AREA AGENCY

The State of New Hampshire directed another area agency to advance funds, interest free, to Pathways. The total amount advanced was \$148,000 received during the June 30, 2013 fiscal year. The balance remaining at June 30, 2014 was \$74,000 and will be repaid by Pathways during their June 30, 2015 fiscal year.

8. OPERATING LEASES

Pathways leases facilities from unrelated parties under the terms of operating leases with various expiration dates through July, 2016. The payments under these leases totaled \$147,371 and \$155,799 for the years ended June 30, 2014 and 2013, respectively. The future minimum annual lease payments for these leases are as follows:

Year Ending June 30	<u>Amount</u>
2015	\$ 72,975
2016	50,616
2017	<u>1,207</u>
Total	<u>\$ 124,798</u>

9. CONCENTRATIONS OF RISK

Pathways' services are performed within Sullivan County and Grafton County, New Hampshire. For the years ended June 30, 2014 and 2013, approximately 94% of the support and revenue of Pathways was derived from Medicaid. The future level of services provided by Pathways is dependent upon the funding policies of Medicaid or securing additional sources of income. The accounts receivable due from Medicaid at June 30, 2014 and 2013 was \$572,248 and \$324,252, respectively. The accounts receivable due from Medicaid at June 30, 2013 is shown net of Medicaid contingency payments of \$886,173 (Note 12). Pathways does not require collateral on these receivables due to the nature of the revenue source. In order for Pathways to receive this support, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for its designated region. This designation is renewed every five years.

Pathways 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, 2014 and 2013 cash balances in excess of FDIC coverage aggregated \$777,553 and \$1,479,730, respectively

10. RETIREMENT PLAN

Pathways maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. Pathways contributes up to 10% of the base compensation of eligible participants to the plan. Contributions to the plan for the years ended June 30, 2014 and 2013 were \$99,285 and \$104,333, respectively.

11. FLEXIBLE BENEFITS PLAN

Pathways maintains a flexible benefits plan for its employees. Substantially all full-time employees are eligible to participate. There is no contribution required from Pathways to this plan.

12. MEDICAID CONTINGENCY PAYMENTS

During the year ended June 30, 2013, the State of New Hampshire implemented a change in the entity that processes Medicaid payments for the State, including such payments for mental health and developmental services providers (the area agencies). As this transition took place, it became apparent to the State of New Hampshire that the new service provider was initially unable to consistently reimburse the area agencies, including Pathways, due to various issues. In order to aid the cash flows for the area agencies, the

State of New Hampshire began disbursing cash in advance of service billings. After the initial disbursements to the area agencies the State of New Hampshire began reducing payments for billed services to the area agencies by a portion of the advance payments. As a result, Pathways has shown accounts receivable net of the net contingency payments made, totaling \$886,173, for the year ended June 30, 2013. During the year ended June 30, 2014, the State of New Hampshire recouped the remaining balance of the advanced funds.

13. CONTINGENCIES

Public support and revenue received from Federal, State and local government sources are regularly subject to audit and possible adjustment. No provisions have been made for this contingency because specified amounts, if any, have not been determined by government audits or assessed as of June 30, 2014 and 2013.

14. CLIENT FUNDS

As of June 30, 2014 and 2013, Pathways has custody of funds on behalf of its consumers in the amount of \$85,649 and \$42,787, respectively.

15. BEQUEST RECEIVABLE

During the year ended June 30, 2014, Pathways learned they were named a beneficiary of a trust. The bequest receivable has been recorded at the amount Pathways has been informed they will receive. The total amount receivable due from the bequest as of June 30, 2014 is \$116,387.

16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

17. 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 February 6, 2015, the date the financial statements were available to be issued.



BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

PRESIDENT

Ralph Puckett

VICE PRESIDENT

Karen L. Secore

SECRETARY/TREASURER

Susan Parry

Dianne Milliken*

MEMBERS AT LARGE

Kelly McCarthy*

Rose Ann Tardiff*

Tim Draper

Susan Truman*

Patricia Witthaus

* Denotes consumer/family member

Revised 4/15

Mark Mills, M.S.

Employment History

July 2000 to Present: Pathways of the River Valley, Claremont and Lebanon New Hampshire

Chief Executive Officer

Chief Executive Officer responsible for the operations of an area agency providing services to over 600 individuals with disabilities and their families. Responsibilities include developing and managing an annual budget of over 15 million; developing, working with and reporting to the agency board of directors; providing leadership and supervision to a staff of over 250; participating in state level planning as a member of the Community Support Network (CSNI); and working with various advocacy groups and community organizations in Sullivan County.

March 1988 to July 2000: Community Bridges, Concord, New Hampshire

7/99 to 7/00: Director of Operations

Responsibility for the planning, fiscal management and supervision of the operations of the entire agency including Early Intervention Services, Family Support Services, Case Management Services, Residential Services, Independent Living Services, and Day Habilitation Services. Duties include providing supervision to a team of three Directors, a 12-person management team and over 60 staff members. Work closely with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning.

7/97 to 7/99: Director of Service Development and Provision

Responsibility for the planning, fiscal management and supervision of Independent Living Services, Residential Services and Day Habilitation Services provided by the agency. Duties include providing supervision to a team of four managers and over 25 staff members. Participation on a four person Executive Management Team which works with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning. Provide coordination of regional self-determination project.

9/94 to 7/97: Service Development Coordinator

Responsible for design and implementation of individualized community based supports for individuals with acquired brain disorders or developmental disabilities and their families. Duties include facilitation of planning process to design supports, evaluation of service proposals, negotiation of service design and budgets with vendor agencies, developing new service areas and providing technical assistance to treatment teams.

3/88 to 9/94: Case Manager

Responsible for planning and coordination of services to adults with developmental disability and acquired brain disorder.

1993 to 2000: New Hampshire Technical Institute, Concord, New Hampshire

Adjunct Faculty responsible for coordinating the Community Social Services program and teaching courses in the Human Services Program. Duties include hiring faculty, curriculum development, lecturing, planning and implementing class content and evaluation of student performance. Courses taught included: Assessment and Individual Planning, Introduction to Community Social Services, Interviewing, Learning and Behavior, Human Services Seminar, Group Counseling and Human Service Practicum.

1987 to 1988: Central New Hampshire Community Mental Health Center, Concord, New Hampshire

Residential Counselor responsible for providing residential support, skills training and situational counseling to adults with chronic mental illness.

Education

1996 Master of Science in Human Services, with a concentration in Community Psychology, Springfield College.

- 1994 Bachelor Degree in Behavioral Science, University System of New Hampshire.
- 1986 Associate Degree in Human Services, New Hampshire Technical Institute.

Accomplishments

- Current Chair, Board of Directors, Sullivan County Oral Health Collaborative/Claremont Dental Center
- Current Chair, Board of Directors, Community Support Network Incorporated (CSNI)
- Current member, Board of Directors, New Hampshire Diversity Concepts
- Past member Sullivan County Regional Coordinating Council
- Past President, Board of Directors, United Way of Sullivan County
- Past member/Advocacy Committee Chair, Board of Directors, Greater Claremont Chamber of Commerce
- Past member, City of Claremont Master Plan Advisory Committee
- Past member, City of Claremont Open Space Development Task Force
- Past member, Board of Directors, TASH New England
- Past member, Board of Directors, New Hampshire Brain Injury Association.
- Recipient of the 1998 Noyes Award for Excellence in Leadership at Community Bridges.
- Presented "Emerging Practice in Consumer Contracts to Maximize Choice and Authority" at the 1999 TASH National Conference in Chicago, Illinois.
- Presented "Customizing Community Supports to Maximize Individual and Family Control" at the 1998 TASH National Conference in Seattle, Washington.
- Presented on "Self-Determination" at the 1998 Annual National Conference for the Robert Wood Johnson Foundation's Self- Determination Project in Minneapolis.
- Presented "Mutual Growth in the Community of a Classroom" at the 1998 New England Organization of Human Services Educators
- Presented "Community Development and Community Organizing" at the Developmental Disability Council Sponsored Professional Leadership Series in February 1998.
- Presented "Constructing Individual Supports in the Community For Individuals with Brain Injury" at the 1996 New Hampshire Brain Injury Association's Thirteenth Annual Conference.
- Presented on Service Brokerage at the 1996 conference "What We Are Learning About Individualized Planning in New Hampshire Community Developmental Services".
- Presenter on Self-Determination for individuals with disability at the 1995 New Hampshire Care- Givers Conference
- Past member of State-Wide Acquired Brain Injury Needs Assessment Data Analysis Committee and Project Response Advisory Board
- Past member of State of New Hampshire Advisory Committee for The Robert Wood Johnson Foundation funded "Transition of New Hampshire' Regional Service System".

Dora F. Markwell

Professional Qualifications

PathWays of the River Valley, Claremont NH

Chief Operations Officer, Feb 2006 - present

- Responsible for the oversight of agency operations and support services
- Participates in agency budget development and provides oversight for operational revenue and expenses
- Develop and implement quality assurance initiatives, and development initiatives
- Serves on leadership team

PathWays of the River Valley/Developmental Services of Sullivan County, Claremont, NH

Family Services Director/Family Services Manager, May 1997 - February 2006

- Responsible for the overall provision of supports within the Family Service Department. Includes Family support, Service Coordination, and Nursing
- Supervised a team of Nurses, Family Service Coordinators, and Administrative Support providers
- Managed the service proposal process

Developmental Services of Sullivan County, Claremont, NH

Family Services Coordinator, October 1988 - May 1997

- Responsible for service coordination and advocacy for individuals with developmental disabilities
- Develop and monitored service agreements
- Facilitated person centered planning
- Responsible for benefit coordination

Developmental Services of Sullivan County, Claremont, NH

Residential Program Coordinator January 1987 - July 1998

- Responsible for the coordination of the residential supports for individuals with developmental disabilities. Managed 5 homes
- Responsible for the hiring and training of residential support providers, including ongoing supervision and evaluations of approximately 20 employees.

HAP Enterprises, Beaver PA

Residential Support Programs June 1982 - June 1986

- Residential Director June 1984 - June 1986
- Program Coordinator June 1983 - June 1984
- Direct Support Provider June 1982 - June 1983

Education

Edinboro State University, Edinboro, Pa

- Bachelor of Arts in Sociology

MICHAEL W. QUINN

PATHWAYS OF THE RIVER VALLEY
Claremont, New Hampshire

CHIEF FINANCIAL OFFICER
Mar. 2013-Present

MERCHANTS BANK
South Burlington, Vermont

VICE PRESIDENT
Oct. 2012-Mar. 2013

LEDYARD NATIONAL BANK
Hanover, New Hampshire

VICE PRESIDENT
Nov. 2009-Oct. 2012

Manage and develop relationships with larger, more complex commercial customers and prospects at small community bank. Loans and commitments total \$40M. Originated \$7M in new business during 2010. Identified and managed reductions in \$8M in adversely graded credits. Authored articles and acted as spokesperson on small business for the bank. Contributed to new Loan Policy Manual.

QA, LLC
Essex Junction, Vermont

PRINCIPAL
Jan.-Nov. 2009

EB-5 Immigrant Investor program; other business consulting.

STATE OF VERMONT
Montpelier, Vermont

COMMISSIONER OF ECONOMIC DEVELOPMENT
Mar. 03-Dec. 08

Responsible for leading statewide economic development activities with full range of responsibilities including: retaining and expanding Vermont businesses and recruiting new businesses; coordination and grants oversight for 12 regional development corporations, SBDC, other grantees, \$6M budget development and oversight; public, community and legislative relations.

Grant Financing Innovation – implemented CDBG financing terms that increased early stage flexibility, allowing higher probability of success, extended repayment, while encouraging early payback through rate incentives.

Business Outreach Program – acquired and implemented CRM software, structured outreach program; increased company consultations 22%.

International Trade – Technical assistance up 63%, trade missions up 50%.

Government Procurement – 27% increase in contracts to \$55M; successfully proposed significant increase in Federal and state funding.

Recruitment/Expansion – implemented GIS online, site selection process; significant recruitment wins in competitive environment; similar results in competitive expansion challenges; creating over 2,000 new jobs in technology-based as well as traditional industries and retaining thousands more.

Operational – recommended and collaborated in consolidating Finance, IT, Media Relations functions to Agency level reducing Agency and Department overhead and freeing funding for client support.

Initiated and lead research and implementation of programs for reversing adverse demographic trends: researched and reported on incubation/entrepreneurship/ risk-capital dynamic; significantly increased collaboration among Economic Development, Labor and Agriculture.

Successfully proposed to Governor and Legislature expansion of programs representing a budget increase of about 33% to \$6 million – (3) new staff members for business outreach and recruitment, workforce development increased 300%, regional economic development corporations up 40%.

BANKNORTHCOMMERCIAL LENDING OFFICER & TEAM LEAD/SVP 1998-2003
Burlington, Vermont

COMMERCIAL LENDING OFFICER & TEAM LEAD/VP 1991-1998

Developed and managed a combined diverse portfolio of \$200 million in C&I and CRE commitments. Responsible for majority of Vermont Bank's syndicated loan portfolio; developed team's lending, customer service and sales skills.

- Individual portfolio CAGR of over 18%, consistently exceeding budget.
- Individually booked \$180 million in new business, approximately 2/3 locally originated.
- Low average delinquency levels; below bank averages.

- Aggressively identified weak credit situations and managed appropriately; no loan losses in originated portfolio.
- As Product Manager, helped establish and implement an A/R factoring product. Recommended developing proprietary product, and product was transferred to ABL development group.

BANK OF VERMONT
Burlington, Vermont

VICE PRESIDENT, COMMERCIAL LOANS
1989-1991

Managed diverse \$35 million C&I, CRE and workout portfolio

- Identified and developed money market line of credit with major borrower, resulting in increasing credit relationship by 150%.
- Established new \$500K relationship between bank's leasing company and local manufacturer.
- Restructured major credit relationship to protect bank against negative impact from failed affiliate, downturn in industry.

IRVING FINANCIAL CENTERS
Burlington, Vermont

VICE PRESIDENT, COMMERCIAL LOANS
1987-1989

Developed new C & I loan business for Irving Trust Company's Vermont start-up Loan Production Office. Marketed to Irving customers and prospects to provide sophisticated financing tools for plant expansion, acquisitions and working capital needs. Managed commercial lending assistant. Total financings provided in 1988 - \$17.5 million including IRB and ABL, exceeding plan by 25%

CHITTENDEN BANK
Burlington, Vermont

VICE PRESIDENT, REGIONAL OFFICER
1985-1987

Managed team responsible for commercial loan portfolio and marketing bank services.

- Credit File Conversion Project – Standardized the format for credit files.
- Automation of Collateral Pricing – Implemented regular reporting of securities-collateralized loans.
- Identified and restructured \$1 million in outstanding loans, reducing bank's risk.
- Added \$3.2 million in new commitments in 1986, a 60% increase.
- Booked new business of \$1.7 million in first half of 1987.

WELLS FARGO
New York, New York

AVP, COMMERCIAL BANKING
1983-1985

Managed a portfolio of 40 accounts totaling \$100 million in commitments and \$38 million in outstandings. Marketed banking services to Fortune 1,000 companies headquartered in the Northeast. Activities included:

Negotiation of a \$540M leveraged lease with multiple parties and complex terms.

- Increased by 50% the bank's involvement in a medium sized industrial company.
- Enhanced non-interest income through the bank's non-credit products
- Increased involvement in a revolving credit facility by 40%.
- Obtained approval for and closed a \$100 million participation in an acquisition financing.

NATIONAL WESTMINSTER BANK, USA
Yonkers, New York
Community Banking Officer and Middle Market Relationship Manager

COMMERCIAL BANKING OFFICER
1981-1983

AMERITRUST COMPANY OF STARK COUNTY
Canton, Ohio

Lending Officer (1981)
Commercial Credit Manager (1979 – 1981)
Operations Officer (1974 – 1979)

COMMUNITY Pathways of the River Valley – Secretary/Treasurer; United Way - Treasurer, Director, Allocations Committee Chair; School Board Budget Review Sub-committee - Chair; Champlain Vocational Services (training and employment services for disabled) - President, Director; Brian Dubie for Lt. Governor 2000, 2002 - Treasurer; Village/Town Joint Community Development Committee - Co-chair; Trustee First Congregational Church; various others.

EDUCATION Ohio University, Athens, Ohio, BBA degree; Quantitative Methods; post baccalaureate – Manhattan College, Center for Creative Leadership, Leadership Champlain, RMA, AIB, others.

CORINNE M. SHOMPHE



EDUCATION: Gordon College, Wenham, Massachusetts
Bachelor Of Arts, May, 1980
Major in Sociology
Concentration in Social Service and Special Education

**PROFESSIONAL
EXPERIENCE:**

- Oct. 94 - Present **DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY**
Claremont, New Hampshire
Director of Support Services
Responsible for the direction of four Community Residential Programs and three Apartment programs for adults and youths with Developmental Disabilities. Responsible for monitoring staff performance, staff scheduling, active treatment, and implementation of agency Personnel Policies. Oversee the recruitment and hiring of all staff for assigned programs. Assists in the development of agency budget and responsible for monitoring program expenditures. Recommends development of agency operational policies and procedures .
- Aug. 93 - Apr. 94 **SOUTH MIDDLESEX ASSOCIATION FOR RETARDED CITIZENS (SMARC), Ashland, Massachusetts**
Acting Director of Operations
Responsible for all Human Resource functions for private non-profit agency. Coordinated and implemented newly developed Worker's Compensation Program. Revised all job descriptions to be functional. Worked closely with medical personnel, insurance companies and consultant to minimize the number of staff injuries, reduce agencies Workers Comp. Costs and revised job functions allowing for injured employees to return to work. Coordinated entire agency training program for all direct care and administrative staff.
- Sept. 86- July 91 **SMARC, Framingham, Massachusetts**
Director, Vocational Programs
Selected, directed, and managed four managers with staffs totaling 33. Oversaw rehabilitation, sheltered workshops, product and commercial services, employment services and sales/marketing departments for both in-house and off-site programs. Developed and administrated over \$1.5 million in operating budget. Obtained and maintained all DOL Certificates, OSHA regulations, state licenses, and CARF accreditation's. Worked closely with DMR, MRC, residential staff, parents, and guardians.
- May 85 - Sept. 86 **SMARC, Framingham Massachusetts**
Director of Development
Responsible for maintaining the development budget, all agency PR materials, chaired and maintained the fundraising committee, developed copy for proposals, researched the identification of foundations, trusts, corporations, businesses for fundraising support and

coordinated special events.

- Sept. 83 - May 85** SMARC, Framingham, Massachusetts
Case Manager
Responsible for the development, implementation, and monitoring of the individual service plans for assigned clients. Monitored work skills, provided social/emotional support, counseling, and crisis intervention. Maintained, organized case records and provided job skill training.
- Aug. 81-Sept.83** SMARC, Framingham, Massachusetts
Program Supervisor
Service delivery to, case management of, and advocacy for assigned clients. Developed, implemented, and monitored individual service plans for assigned clients. Provided social/emotional support, counseling, and crisis intervention. Maintained organized case records and provided job skill training.
- Sept. 80 - Aug 81** SMARC, Framingham, Massachusetts
Residential Staff Advocate
Developed, implemented, and monitored individual service plans, maintained clients financial records, maintained and organized case records, assisted clients with ADL skills, and coordinated services in the community.

AWARDS: Administrator of the Year, MCHSP, 1991

References available upon request.

Paul Vittum



Experience

PathWays of the River Valley, Family Services Director [REDACTED] **October '13 - current**

- Assess, edit and approve Individual Service Agreement documents as a designee for the Area Agency Executive Director.
- Manage the company's request for proposal and new vendor qualification process.
- Deliver routine supervision and daily oversight to the agencies Family Service Coordination team including the development and management of the service area budget and billing.
- Direct development initiatives as it relates to assisting individuals to receive and utilize funding.
- Participate in routine statewide committee meetings including; case management and Advanced Authorization.
- Conduct interviews and screen applicants applying for employment within the agency.

Pathways of the River Valley, Area Director [REDACTED] **October '02 - October '13**

- Lead Pathways Charlestown Area office including but not limited to; the supervision and evaluation of Charlestown area resource team, staff, and agency support providers.
- Facilitate individual program staff meetings.
- Develop program budgets.
- Manage agency wide home provider recruitment and other 3rd party contracts.
- Assist in agency wide recruitment strategies with human resources including participation in local job fairs, collaboration with area colleges and other community resources.
- Oversee compliance with state certification requirements, quality assurance outcomes and the implementation of corrective action plans and response.
- Collaborate with human resources and business service departments to process personnel related matters, FMLA, employee time sheets, mileage, requests for time off, employee benefit enrollment, etc.
- Maintain area on-call rotation.

Pathways of the River Valley, Family Services Coordinator

- Provide quality assurance and customer service through case management with an avg. case list of 38-55 individuals.
- Facilitate quarterly team meetings and annual individual service agreements.

- Instructor for agency wide orientation curriculum

Claremont School District, Substitute Teacher [REDACTED] **October '01-October '02**

- Substitute teacher for Elementary, Middle, and High School curriculums.
- Taught subjects including Math, Language Arts, Civics, Physical Education, and Special Education.
- Supervise recess, study hall, lunchroom, and field trip monitor.

National Grange Mutual Insurance Company, Temp. Employee for IRS project **October '01 -March '02**

[REDACTED]

- Data entry and overview for yearly IRS reporting
- Information research
- Filing
- Photocopying
- Mail delivery

Red Carpet Ring Records, Self Employed **1997 - 2002**

- Secure the distribution, marketing and promotion of RCR titles in both national and international markets.
- Develop company website.
- Contract with brokers in the manufacturing process of compact discs and vinyl records.

Education

Keene State College, Keene, NH **September '1997- May'2001**
Bachelors of Science, Management

Stevens High School, Claremont, NH **September '1993-May '1997**
High School Diploma

Skills

- Microsoft Word
- Microsoft Excel
- Internet Explorer
- Microsoft Outlook
- Demonstrate proficiency through strong communication skills, excellent customer service, flexibility for a varied work schedule, and the ability to manage multiple tasks in a fast paced work environment.

- Maintain strong organizational skills and task analysis through the use of; Outlook calendar, daily phone log, contact notes, budget tracking, and electronic and written documentation.
- Participate in company wide strategic planning workgroups and initiatives including; risk management, staff retention, training, and company wide safety committee.

Personal Achievements / Activities

- Completion of a 6 month, Gentle Teaching training curriculum through Crotched Mountain Rehabilitation Center, spring '2005 for the purpose of consulting with teams and participating in state wide work group.
- Recipient of Pathways Leadership Award, spring '2004.
- Radio Disc Jockey for WKNH-Keene, 91.3FM, '2000 - '2001
- Journalist for UMASS Lowell Connector (newspaper) '1997

References:

- Darren Cloutier, [REDACTED]
- Joe Fredrick, [REDACTED]
- Jim Winny, [REDACTED]

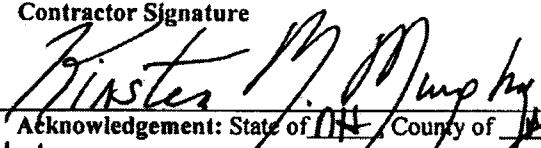

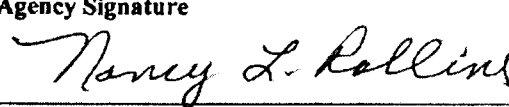
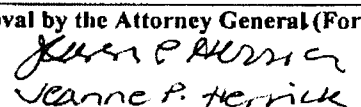
Subject: to provide Developmental and Acquired Brain Disorder Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 105 Pleasant Street Concord, New Hampshire 03301-3852	
1.3 Contractor Name Developmental Services of Sullivan County d/b/a Pathways of the River Valley		1.4 Contractor Address 654 Main Street Claremont, New Hampshire 03743	
1.5 Contractor Phone Number (603) 448-2077	1.6 Account Number 05-95-93-930010-7013-102-500731, 7852-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$390,164
1.9 Contracting Officer for State Agency Matthew Ertas, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5034	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kirsten M. Murphy, President Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Merrimack</u> On <u>5/14/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Debra R Gibbs, Notary DEBRA GIBBS Notary Public, State of New Hampshire My Commission Expires March 10, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>27 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF WORK

1. PROVISIONS APPLICABLE TO ALL SERVICES:

1.1. As provided in Exhibit A, the Contractor shall provide the following services for the Bureau of Developmental Services (BDS), Department of Health and Human Services, hereinafter referred to as the Bureau or State, at the address set forth in Paragraph 1.4 of the General Provisions of this agreement: community support/independent living services, day services, family-centered early supports and services, family support services, family support partners-in-health, in-home support services, residences which may also provide day program services, residential services, service coordination, services to persons with acquired brain disorders, and consolidated developmental services.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this agreement so as to achieve compliance therewith.

1.3. The Contractor shall pursue any and all appropriate public sources of funds which are applicable to the funding of the service(s) stipulated below, including, but not limited to, funds provided by the Division of Vocational Rehabilitation, Division of Educational Improvement, Office of Family Services, Office of Health Management, local education agencies, and the Developmental Disabilities Council. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.4. The Contractor shall make best efforts to meet the needs of class members.

1.5. Nursing Home Resident Review. The Contractor shall assist the State in meeting the requirements of the Pre-Admission Screening and Resident Review (PASRR) provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the State and with the appropriate authorization to release information, the Contractor shall provide the State with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs. The Contractor may bill the State for evaluations/assessments related to the PASRR process, which have been requested by the State.

1.6. Screening for Criminal Convictions. The Contractor shall assure that all persons employed by or under contract with the Contractor or any subcontractor who are in regular contact with, or provide direct care or services to, any client shall be screened for criminal convictions in accordance with RSA 106-B: 14.

1.7. The State shall have no liability to the Contractor other than the contract price consistent with General Provisions, paragraphs 4, 5.2, 5.4 and 8. In the event the Contractor takes any action which may exceed the contract price or which may foreseeably result in a budget deficit, the Contractor, through its Board of Directors, shall immediately notify BDS in writing of such financial decision along with the Board's plan to address the issue.

1.8. The commencement date of this agreement shall be the Effective Date, that is, July 1, 2013, or date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials:

Date: 5/14/13

2. ADDITIONAL CONTRACT PROVISIONS:

2.1. National Core Indicators (NCI): The Contractor timely enter the individual's background information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the designated BDS staff to assist the scheduling of interviews for NCI surveys in a timely basis.

2.2. Family Centered Early Supports and Services (FCESS) Case Management system: The Contractor shall collect and enter all required information into the FCESS Case Management system on a timely basis.

2.3. Supports Intensity Scale (SIS): The Contractor shall work with the designated SIS interviewers from Community Support Network, Inc. to facilitate the completion of the regional SIS assessments. The Contractor shall insure that the regional service coordinators use the results of the SIS evaluations in conducting service planning meetings and creating Individual Service Agreements. The Contractor shall also use the results of the SIS assessments for creating individual budget proposals.

2.4. Health Risk Screening Tool (HRST): The Contractor shall insure that the appropriate staff receive the necessary training, obtains and enters the required information into the HRST database, and uses the results of the screening to assist individuals to access needed medical care.

2.5. Systemic, Therapeutic Assessment, Respite and Treatment (START): The Contractor shall employ regional START Coordinator(s) and insure that the Coordinator(s) participate in all activities required under the START service model.

2.6. Risk Management: The Contractor shall establish a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and adopt policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

2.7. Wait List Registry: The Contractor shall obtain and enter the required information into the Wait List Registry on a timely basis to document the need for funding and services for those who are currently waiting for funding and those who will be needing funds during the next five fiscal years. The Contractor shall also insure that follow-up information, such as actual start date of services for individuals, is obtained and entered into the database on a timely basis.

2.8. Employment Data System (EDS): The Contractor shall obtain and enter all of the required information into the EDS on a timely basis to facilitate the creation of regional and statewide employment reports. In addition, the Contractor shall insure that follow-up information, such as job-end-date or any changes in hours worked or wages earned, is obtained and entered into the database on a timely basis. The Contractor shall require its subcontractor agencies for employment or day services to comply with these EDS expectations.

2.9. Budget Tracking System (BTS): The Contractor shall obtain and enter all required information into the BTS for BDS review and obtain the necessary approvals (such as certification or Medicaid waiver prior approvals) before providing services or submitting claims/requests for payments.

Contractor Initials: LSM

Date: 5/14/13

2.10. NHLeads: For an accurate unduplicated count to be generated from NHLeads for individuals over the age of three, the Contractor shall maintain and enter attendance records in the Service Capture/Billing section of NHLeads. For services that are non-billable, a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

Contractor Initials: RAM

Date: 5/14/13

2. COMMUNITY SUPPORT/INDEPENDENT LIVING SERVICES

2.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below.

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	23	49,055	L01

2.2. Unless otherwise specified in the service description(s) contained herein, all independent living services shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacancies have been filled. The Contractor hereby agrees that failure to have an independent living service operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

2.3. All independent living services shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Independent living services will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

2.4. All independent living services shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

2.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

2.6. The Contractor hereby agrees that should the aggregate number of units of service in any independent living service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 2.1. of Exhibit A in the Scope of Services Section

State Fiscal Years 2014 and 2015

Contractor Initials: AK
Date: 5/14/13

contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

2.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

2.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: *SM*
Date: *5/14/13*

3. DAY SERVICES

3.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide day services in accordance with the service description(s) cited below and with He-M 516 - "Adult Day and Work Activities," He-M 507 - "Day Habilitation," and/or He-M 518 - "Employment Services."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	67	206,261	D01, D02, D04, D08, D09
Independent Services Network, Inc. 117 Market Street PO Box 1111 Manchester, New Hampshire 03105	19	96,973	D03
	<u>86</u>	<u>303,234</u>	

3.2. The Contractor agrees that should the number of units in any day service program decrease by ten (10) percent of the number of units by fiscal quarter in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: *BMM*

Date: 5/14/15

4. FAMILY-CENTERED EARLY SUPPORTS AND SERVICES

4.1. The Contractor hereby covenants and agrees that during the term of this agreement, family-centered early intervention supports will be provided in accordance with the service description(s) cited below and in compliance with He-M 510 - "Family-Centered Early Supports and Services."

<u>NAME AND ADDRESS OF AGENCY</u>	<u>TOTAL NUMBER OF CHILDREN SERVED ON AN ANNUAL BASIS</u>	<u>COST CENTER CODE</u>
Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	175	E01, E04

4.2. The Contractor agrees that should the number of children served in any family-centered early supports and services program during the year decrease by ten (10) percent, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

5. FAMILY SUPPORT SERVICES

5.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below, with He-M 519 - "Family Support Services" and He-M 513 - "Respite." Providers of Family Residences who are provided with Respite Care should be reflected in Paragraph 7. of Exhibit A.

<u>NAME/ADDRESS OF AGENCY</u>	<u>FAMILIES TO BE SERVED</u>	<u>FAMILIES PROVIDED WITH RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH NON-RESPITE ONLY</u>	<u>FAMILIES PROVIDED WITH BOTH TYPES OF FAMILY SUPPORTS</u>	<u>RESPITE UNITS</u>	<u>COST CENTER CODE</u>
Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	329	25	152	152	116,642	F01, F37

5.2. The Contractor hereby agrees that should the aggregate number of individuals served in family support services during the fiscal year decrease by ten (10) percent in the service description(s) contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

6. IN-HOME SUPPORT SERVICES

6.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, with He-M 524, and with He-M 513 - "Respite", He-M 517 - "Environmental Modifications", and/or He-M 503 and 510 - "Family Support Service Coordination".

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
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Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	20	323	101
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6.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

6.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.4. The Contractor will be responsible to insure that consumers whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

6.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

6.6. The Contractor hereby agrees that should the aggregate number of units of service in any in-home support service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 7.1 of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

State Fiscal Years 2014 and 2015

Contractor Initials: BM
Date: 5/14/13

7. RESIDENCES WHICH MAY ALSO PROVIDE DAY PROGRAM SERVICES

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and day program services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	Day 54 Res 109	Day 257,582 Res 35,848	C01, C04, C07, C08, C09, C18, C19, C21 C22, C23, C26, C33, C34, C39, C86, C87, C91, C93, C94, C98, C99
Tobias Community RD #1 Birch Hill Drive Wilton, New Hampshire 03086	Day 1	Day 2,000	C14
Community Strategies for New Hampshire 266 Main Street Keene, New Hampshire 03431	Day 3 Res 4	Day 16,421 Res 1,360	C16
North Country Independent Living, Inc. P. O. Box 518 North Conway, New Hampshire 03860	Day 1 Res 1	Day 3,220 Res 363	C11
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047	Day 1 Res 2	Day 5,270 Res 597	C24
TOTALS	Day 60 Res 116	Day 284,493 Res 381,168	

State Fiscal Years 2014 and 2015

Contractor Initials: AMM
Date: 5/14/13

7.2. Unless otherwise specified in the service descriptions contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

7.3 All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

7.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

7.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

7.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 8.1. Of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

7.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

7.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: *MM*

Date: *5/14/13*

8. RESIDENTIAL SERVICES

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and with He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Independent Services Network, Inc. 117 Market Street PO Box 1111 Manchester, New Hampshire 03105	11	3,614	R05

8.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

8.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.

8.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.

8.5. The Contractor agrees to notify the State immediately when a vacancy occurs.

8.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 9.1. of Exhibit A in the Scope of Services Section contained herein,

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/14/13

that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.

8.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

8.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: RAM

Date: 5/14/13

9. SERVICE COORDINATION

- 9.1. The Contractor agrees to employ 12 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 295 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503 - "Placement in the Service Delivery System." The Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 5 developmentally disabled individuals. The Contractor further agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503 - "Placement in the Service Delivery System" - and in He-M 517 - "Medicaid-Covered Home and Community-Based Care Services for the Developmentally Disabled."
- 9.2. A Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least thirty (30) days prior to final placement.
- 9.3. The Contractor agrees to insure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to insure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.4. The Contractor agrees to insure supervision of expenditures from the \$5,000 in Client Services Funds and insure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds. Where appropriate, written authorizations shall document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.5. The Contractor agrees that the Service Coordinator(s) shall have direct access to his/her area agency board, as defined in New Hampshire RSA 171-A: 18. The Service Coordinator(s) shall be supervised by and be responsible administratively to the Service Coordinator Supervisor.
- 9.6. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

State Fiscal Years 2014 and 2015

Contractor Initials: MM

Date: 5/10/13

10. SERVICES TO PERSONS WITH ACQUIRED BRAIN DISORDERS

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and with He-M 522 - "Services to Persons with Acquired Brain Disorders."

NAME/ADDRESS OF AGENCY	TOTAL ENROLLMENT		UNITS		COST CENTER CODE
	Day	Res	Day	Res	
Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	10		28,080		C07, C22, C33, C39, C91, C99, D04, I07
ISN 117 Market Street Claremont, NH 03743	1		1,248		D03 R05
North Country Independent Living, Inc. P. O. Box 518 North Conway, New Hampshire 03860	1		5,520		C11
Community Services Council of New Hampshire 79 Sheep Davis Road Pembroke, New Hampshire 03275	1		6,240		C17
Crotched Mountain Rehabilitation Center 1 Verney Drive Greenfield, New Hampshire 03047	1		5,953		C24
	14		47,041		
	16		5,119		
	3		36		
TOTALS					

State Fiscal Years 2014 and 2015

Contractor Initials: *AMM*
Date: 5/14/13

- 10.2. Unless otherwise specified in the service description(s) contained herein, all residences shall be operational by the effective date of this agreement. The term "operational," as used in this agreement, shall mean that all vacant beds have been filled. The Contractor hereby agrees that failure to have a residence operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 10.3. All residences shall be responsible for providing basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment. Such services shall be provided as individually needed to enhance optimal functioning and independence in basic skills. Residences shall also conduct regular fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home in the event of a fire or other emergency.
- 10.4. All residences shall also strive to enhance and facilitate each client's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 10.5. The Contractor agrees to notify the State immediately when a vacancy occurs.
- 10.6. The Contractor hereby agrees that should the aggregate number of units of service in any residence decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 11.1. of Exhibit A in the Scope of Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8. of the General Provisions of this agreement.
- 10.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the State and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.
- 10.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the State prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: *AMM*

Date: *5/14/13*

11. CONSOLIDATED DEVELOPMENTAL SERVICES

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and with He-M 507 - "Day Habilitation," He-M 518 - "Employment Services," He-M 513 - "Respite," and/or He-M 1001 - "Certification Standards for Community Residences."

<u>NAME/ADDRESS OF AGENCY</u>	<u>TOTAL ENROLLMENT</u>	<u>UNITS</u>	<u>COST CENTER CODE</u>
Pathways of the River Valley 654 Main Street Claremont, New Hampshire 03743	57	995	I07

11.2. Unless otherwise specified, all services shall be operational by the effective date of this agreement. The Contractor hereby agrees that failure to have services operational by the date specified shall constitute grounds for a reduction in the price limitations set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

11.3. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.4. The Contractor will be responsible to insure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

11.5. The Contractor hereby agrees to notify the state immediately when a vacancy occurs.

11.6. The Contractor hereby agrees that should the aggregate number of units of service in any consolidated developmental service decrease by ten (10) percent of the aggregate number of units of service contained in Paragraph 12.1 of Exhibit A in the Scope of

State Fiscal Years 2014 and 2015

Contractor Initials: RAM
Date: 5/14/13

Services Section contained herein, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

11.7. In no event shall the Contractor obligate the State in the purchase or renovation of a building or other structure exceeding the cost of \$3,000 to be used for a residence without a site visit having been conducted by the state and the Contractor having been given express written approval by the State to proceed with the purchase or renovation.

11.8. If the residence is to be purchased, leased, or renovated exceeding the cost of \$3,000 by the Contractor or by a third party subcontracting with the Contractor in whole or in part with funds provided under this agreement, a detailed statement of proposed short-term and long-term financing arrangements and relevant documents pertaining to such financing shall be provided to the State and shall require the express written approval of the state prior to final execution of such arrangements.

State Fiscal Years 2014 and 2015

Contractor Initials: MM
Date: 5/14/13

EXHIBIT B
METHODS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$277,438 and federal funds made available from the Catalog of Federal Domestic Assistance, CFDA #84.181A, Infants and Toddlers with Disabilities in the amount of \$112,726.

2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:

2.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.

2.2. Each quarter, the Contractor shall submit to the State a Summary of Revenues and Expenditures, a statistical report, a balance sheet, and program reports as prescribed by the State for the periods ending September 30, December 31, March 31, and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction. The Summary of Revenues and Expenditures and balance sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding. The Contractor shall also submit to the State a Summary of Revenues and Expenditures and a balance sheet for the periods ending September 30, December 31, March 31, and June 30 for entities which are controlled by, under common ownership with, or an affiliate of, or related party to, the Contractor.

2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.

2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

2.5. Any expenditures not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditures, which exceed the approved budgets, shall be solely the financial transfer

Contractor Initials: AMM
Date: 5/14/13

responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

2.6. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections, the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.

2.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

2.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.

2.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.

2.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.

2.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.

2.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor initials: KON

Date: 5/14/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor.

DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

- The Contractor shall do the following:
 - The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
 - The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
 - The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
 - The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
 - The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
 - The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
 - If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials: *KMM*
Date: 5/14/13

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the DHHS, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
4. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
5. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

7. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: KMP
Date: 5/14/13

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Pathways of the River Valley From: 7/1/2013 To: 6/30/2015
 (Contractor Name) (Period Covered by this Certification)

Kirsten M. Murphy, President, Board of Directors
 (Name & Title of Authorized Contractor Representative)


 (Contractor Representative Signature)

May 14, 2013
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

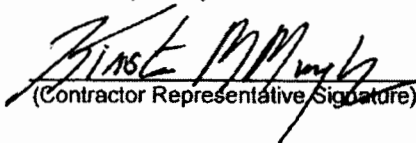
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 through June 30, 2015

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.


(Contractor Representative Signature)

Kirsten M. Murphy, President
(Authorized Contractor Representative Name & Title)
Board of Directors

Pathways of the River Valley
(Contractor Name)

May 14, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

Kirsten M. Murphy
 (Contractor Representative Signature)

Kirsten M. Murphy, President
 (Authorized Contractor Representative Name & Title)
Board of Directors

Pathways of the River Valley
 (Contractor Name)

May 14, 2014
 (Date)

Contractor Initials: *KMM*
 Date: 5/14/13

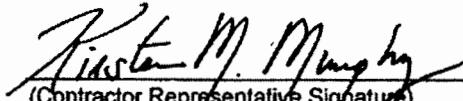
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Kirsten M. Murphy, President
(Authorized Contractor Representative Name & Title)
Board of Directors

Pathways of the River Valley
(Contractor Name)

May 14, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Kirsten M. Murphy
(Contractor Representative Signature)

Kirsten M. Murphy, President
(Authorized Contractor Representative Name & Title)
Board of Directors

Pathways of the River Valley
(Contractor Name)

May 14, 2013
(Date)

Contractor Initials: *KMM*
Date: 5/14/13

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: BMI
Date: 5/14/13

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
Division of Community Based Care Services

Pathways of the River Valley

The State Agency Name

Name of the Contractor

Nancy L. Rollins

Kirsten M. Murphy

Signature of Authorized Representative

Signature of Authorized Representative

Nancy L. Rollins

Kirsten M. Murphy

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

President, Board of Directors

Title of Authorized Representative

Title of Authorized Representative

16 May 2013

May 14, 2013

Date

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

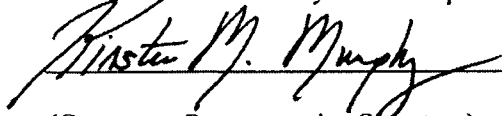
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Representative Signature)

Kirsten M. Murphy, President
Board of Directors
(Authorized Contractor Representative Name & Title)

Pathways of the River Valley
(Contractor Name)

May 14, 2013
(Date)

Contractor initials: BMM
Date: 5/13/14
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD 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: _____

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: _____

Contractor initials: BMN
Date: 5/14/13
Page # _____ of Page # _____

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Agency Name: DSSC, Inc. dba PathWays of the River Valley

Name of Program/Service: Developmental and Acquired Brain Disorder Services

Mark Mills, CEO	\$113,300	0.00%	100.00%
Dora Markwell, COO	\$75,675	0.00%	100.00%
Michael Quinn, CFO	\$102,000	0.00%	100.00%
Cory Shomphe, Family Services Director	\$66,513	0.00%	100.00%
Paul Vittum, Family Services Director	\$46,958	0.00%	100.00%
	\$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%
	\$0	0.00%	0.00%
	\$0	0.00%	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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.