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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS & POLICY

Jeffrey A. Meyers
 Commissioner

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Kathleen A. Dunn
 Associate Commissioner
 Medicaid Director

May 31, 2016

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, Office of Medicaid Business and Policy, Bureau of Developmental Services to enter into agreements with the vendors listed in the table below to provide developmental and acquired brain disorder services, with a total price limitation by \$8,811,966, effective July 1, 2016, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2017. 18% Federal Funds, 82% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	Total Budget
Area Agency of Greater Nashua	Nashua	\$1,086,757
Behavioral Health & Developmental Services of Strafford County	Dover	\$ 615,597
Community Bridges	Concord	\$1,106,935
Community Crossroads, Inc.	Atkinson	\$1,158,538
Developmental Services of Sullivan County	Claremont	\$ 351,040
Lakes Region Community Services Council	Laconia	\$1,215,684
Monadnock Developmental Services	Keene	\$ 577,008
Moore Center Services, Inc.	Manchester	\$ 961,678
Northern Human Services	Conway	\$ 306,233
One Sky Community Services, Inc.	Portsmouth	\$1,432,496
	TOTAL	\$8,811,966

Funds to support this request are available in the following accounts in State Fiscal Year 2017, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances within the price limitation through the Budget Office without Governor and Executive Council approval, if needed and justified.

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, Office of Medicaid Business and Policy, Bureau of Developmental Services to make an advance payment to each vendor, up to a maximum of one-twelfth of the State Fiscal Year 2017 funding available for the respective vendor agreement, effective July 1, 2016, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2017.

EXPLANATION

These requested actions seek to enter into ten agreements with non-profit area agencies that provide developmental, acquired brain disorder, and early intervention services to over 12,000 adults and children throughout the State. 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 and employment, family-centered early supports, family support, partners in health, in-home support, residences which may also provide community participation 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.

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 for Youths with Chronic Conditions: 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 in accordance with RSA 171-A.

These agreements are not subject to the competitive bidding requirement of ADM. 311.07. RSA 171-A: 2, I.-b established 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.

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: 16% 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; 2% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number TBD; and 82% General Funds.

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

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director

Approved by:



Jeffrey A. Meyers
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)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$319,159

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$212,570

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$627,310

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

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$624,795

Developmental Services of Sullivan County (Vendor Code 167142-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$160,409

Lakes Region Community Services Council (Vendor Code 177251-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$1,041,204

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$254,806

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

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$220,904

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$181,136

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$822,857
Subtotal			\$4,465,150

**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)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$493,016

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$198,825

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$269,354

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

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$480,895

Developmental Services of Sullivan County (Vendor Code 167142-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$122,016

Lakes Region Community Services Council (Vendor Code 177251-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$96,721

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$145,960

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

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$440,367

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$20,802

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$437,942
		Subtotal	\$2,705,898

**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)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$198,532

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$96,177

Community Bridges (Vendor Code 155658-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$210,271

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

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$52,848

Developmental Services of Sullivan County (Vendor Code 167142-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$68,615

Lakes Region Community Services Council (Vendor Code 177251-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$77,759

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$138,217

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

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$300,407

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$104,295

One Sky Community Services (Vendor Code 155666-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$171,697
		Subtotal	\$1,418,818

**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)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$76,050

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$38,025

Monadnock Developmental Services (Vendor Code 177280-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$38,025
<i>Subtotal</i>			\$152,100

**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)**

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Object	Account Title	Current Budget
2017	102-500731	Contracts for program services	\$70,000
<i>Subtotal</i>			\$70,000
<i>Total</i>			\$8,811,966

Subject: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-06)



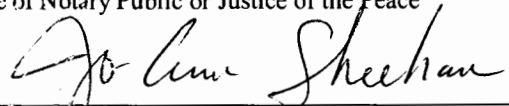
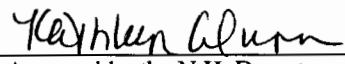

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Agency of Greater Nashua, Inc.		1.4 Contractor Address 144 Canal Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-459-2718	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852 05-95-93-930010-7858	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,086,757
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature X 		1.12 Name and Title of Contractor Signatory X EDGAR CARTER, CH of 	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/25/16</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] 		JO-ANN J. SHEEHAN Notary Public - New Hampshire My Commission Expires <u>October 6, 2018</u>	
1.13.2 Name and Title of Notary or Justice of the Peace Jo-Ann Sheehan, Notary			
1.14 State Agency Signature  Date: <u>5/27/16</u>		1.15 Name and Title of State Agency Signatory Kathleen Adurn, Assoc. 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) (if applicable) By:  Megan A. Kopl - Attorney On: <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials ELC
Date 5/25/16



Exhibit A

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 and/or Employment 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 Community Participation 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)
	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



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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 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, shall be the Effective Date, that is, July 1, 2016, 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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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.

2.11. No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services



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from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:

- 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
- 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
- 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
- 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
- 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. WORKFORCE DEVELOPMENT

2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:

- 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
- 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
- 2.12.1.3. Implement the Plan;
- 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-mrg>



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- 2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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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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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2. Community Participation Services and/or Employment 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 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.

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	382	E00
The Children's Pyramid	127	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.



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- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.
 - 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
 - 3.8.2. All staff will have current individualized professional development plans updated at least annually.
 - 3.8.3. All staff will have training at least annually in procedural safeguards.
 - 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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	578	228	124	118	47,858	F00

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.



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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 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.

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- 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,
 - 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.

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

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7. Residences Which May Also Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.



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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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9. Service Coordination

- 9.1. The Contractor agrees to employ 25 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 747 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 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 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



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- 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					
	Reg 06	L30	Community Support Service	78	937167
Community Participation Services					
	Becket	D32	Day	1	5596
	Charles River	D28	Day	1	4866
	CPC, Inc.	D35	Day	1	5761
	Crotched Mt	D22	Day	2	11560
	EDS	D11	Day	19	85853
	I.S.N.	D08	Day	19	78726
	NCMH	D02	Day	27	119100
	Networks	D10	Day	53	232389
	PLUS	D01	Day	81	328063
	Reg 06	D30	Day	4	7181
	Till, NH	D04	Day	7	27022
In Home Support Services					
	Reg 06	I00	In Home Supports	78	5627
Residences Which May Also Provide Community Participation Services					
	Crotched Mt	C22	Day	4	22310
	Crotched Mt	C22	Residential	4	1460
	EDS	C11	Day	8	38870
	EDS	C11	Residential	8	2920
	I.S.N.	C08	Day	1	1189
	I.S.N.	C08	Residential	1	365
	IPP	C03	Day	17	97098
	IPP	C03	Residential	17	5901
	PLUS	C01	Day	7	28702
	PLUS	C01	Residential	7	1980
	RRI	C06	Day	6	25544
	RRI	C06	Residential	6	2105
	Till, NH	C04	Day	2	10673
	Till, NH	C04	Residential	3	1042
	TOBIAS	C05	Day	1	4267
	TOBIAS	C05	Residential	1	365
Residential Services					
	Advocates	R27	Residential	1	357

Exhibit A-2 Gateways Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	Becket	R32	Residential	2	730
	Crotched Mt	R22	Residential	3	1095
	EDS	R11	Residential	11	3982
	Florida Inst.	R29	Residential	1	365
	I.S.N.	R08	Residential	5	1732
	IPP	R03	Residential	22	7412
	Living Innov	R24	Residential	1	365
	Lukas	R25	Residential	1	309
	NCMH	R02	Residential	23	8047
	NeuroRestorativ	R13	Residential	1	365
	PLUS	R01	Residential	78	27390
	Reg 06	R00	Residential	2	597
	Rose Meadow Far	R21	Residential	1	201
	RRI	R06	Residential	1	365
	Siddharth	R31	Residential	1	365
	Till, NH	R04	Residential	15	5464

Services to Persons With Acquired Brain Disorders

Provider	Cost Center	SvcGroup	Consumer Co	Service Units
NCMH	C02	Day	1	2758
NCMH	C02	Residential	1	365
NCMH	D02	Day	1	2265
PLUS	D01	Day	1	4036
Reg 06	I00	Consolidated Services	7	84
Reg 06	L30	Integrated	1	37159
Crotched Mt	R22	Residential	1	365
EDS	R11	Residential	2	730
IPP	R03	Residential	1	241
NCIL	R14	Residential	1	365
NCMH	R02	Residential	4	1460
NeuroRestorativ	R13	Residential	2	678
PLUS	R01	Residential	2	671
Robinhill Farms	R07	Residential	2	730

Participant Directed and Managed Services

Reg 06	I00	Consolidated Services	193	2314
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Exhibit B

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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$198,532 – 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. \$76,050 – 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.
 - 2.3. \$812,175– 75% 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 2017 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

- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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



Exhibit B

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 for Family Support (Staff) Services and \$40,000 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

- 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.
- 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 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.



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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."

EPC



"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 REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

5/25/16
Date

ERCarter
Name: EDGAR CARTER
Title: CH of RD.



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

5/25/16
Date

Edgar Carier
Name: EDGAR CARIER
Title: CH of Proj



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/25/16
Date

Edgar Carter
Name: EDGAR CARTER
Title: CH of Bd.



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

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

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

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

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

Exhibit G

Contractor Initials

ERC

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5/25/16
Date

ER Carter
Name: EDGAR CARTER
Title: Ch of Bd.

Exhibit G

Contractor Initials

ERC

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/25/16
Date

Edgar Carter
Name: EDGAR CARTER
Title: Ch. of Bd.



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

ERC

5/25/16



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

Gateways Community Services
Name of the Contractor

Kathleen Almon
Signature of Authorized Representative

E. Carter
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

EDEAR CARTER
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Ch. of Bd
Title of Authorized Representative

5/27/16
Date

5/25/16
Date



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

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

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

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

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

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

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

Contractor Name:

5/25/16
Date

Ed Carter
Name: EDGAR CARTER
Title: Ch. of Bd.



FORM A

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

1. The DUNS number for your entity is: 193539343
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO X 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 X YES

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

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

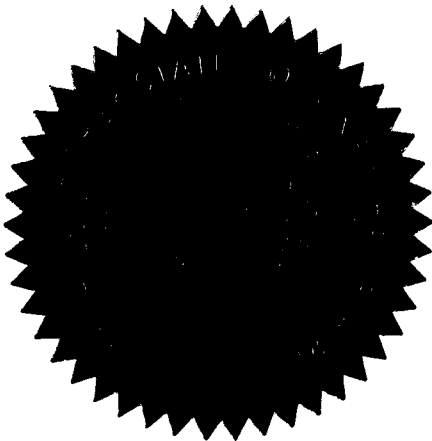
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

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 December 12, 1983 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 20th day of May, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Mark Thornton do hereby certify that:

1. I am a duly elected Officer of Gateways Community Services.

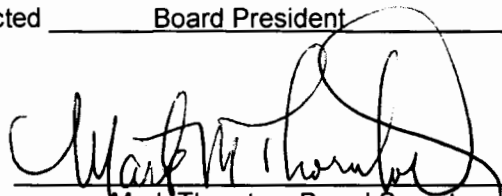
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 30, 2016:

RESOLVED: That the Board 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 25 day of May, 2016.

4. Edgar Carter is the duly elected Board President of the Agency.



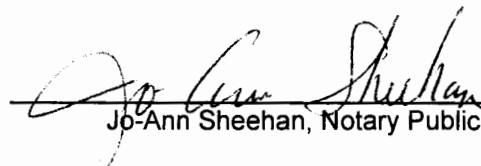
Mark Thornton, Board Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 25 day of May, 2016.

By Mark Thornton



Jo-Ann Sheehan, Notary Public

(NOTARY SEAL)

JO-ANN J. SHEEHAN
Notary Public - New Hampshire
Commission Expires: My Commission Expires October 16, 2019

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

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


PRODUCER 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: AIM Mutual Insurance Company		33758
	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	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:			PHPK1446995	01/23/2016	01/23/2017	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			PHPK1446995	01/23/2016	01/23/2017	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 \$10000			PHUB528639	01/23/2016	01/23/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC600400028612015	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			PHPK1446995	01/23/2016	01/23/2017	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

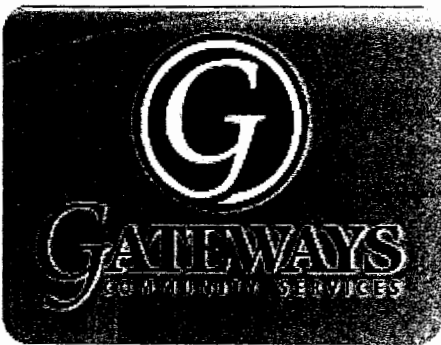
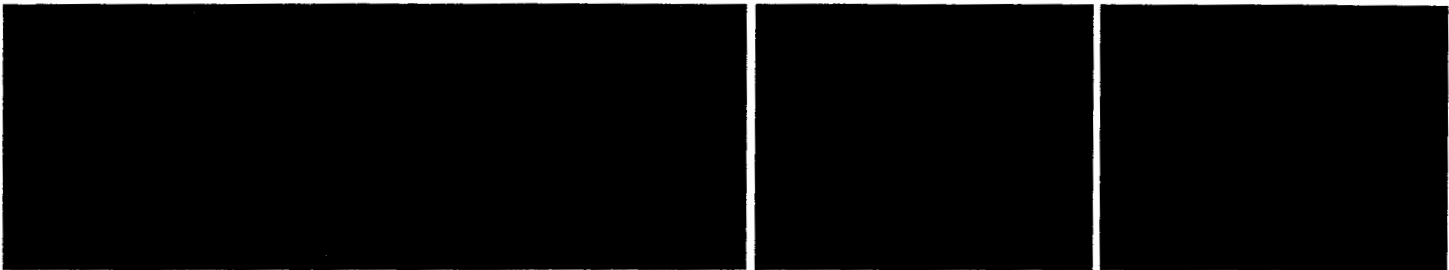
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Mission

Gateways Community Services believes that all people are of great value and strives to be innovative when providing quality supports needed for individuals to lead meaningful lives in their community.



CONSOLIDATED FINANCIAL STATEMENTS

and

**FEDERAL REPORTS IN ACCORDANCE WITH
U.S. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR A-133**

June 30, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the 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.

Basis for Qualified Opinion

As disclosed in Note 6 to the consolidated financial statements, the Organization has excluded the financial statements of The PLUS Company, Inc. from the accompanying consolidated financial statements. In accordance with U.S. GAAP, consolidation of related organizations is required when either common control or economic dependency exists. At June 30, 2015, both of these criteria exist between the Organization and The PLUS Company, Inc.

Qualified Opinion

In our opinion, except for the matter described in the *Basis for Qualified Opinion* paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2015, and the changes in their net assets and their cash flows for the year then ended in accordance with U.S. GAAP.

Prior Period Consolidated Financial Statements

The consolidated financial statements of the Organization as of and for the year ended June 30, 2014, were audited by another auditor whose report dated December 17, 2014, expressed a qualified opinion on those consolidated financial statements due to the exclusion of an affiliate's financial statements in the consolidated financial statements in accordance with U.S. GAAP, as disclosed in the *Basis for Qualified Opinion* paragraph of this report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 20, 2016, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the 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 the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
January 20, 2016

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Financial Position

June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
ASSETS		
Current assets		
Cash	\$ 2,950,855	\$ 2,628,280
Client accounts	453,825	435,960
Accounts receivable, net of allowance for doubtful accounts of \$21,108 and \$27,775 in 2015 and 2014, respectively	4,311,590	3,370,538
Prepaid expenses and other current assets	<u>167,855</u>	<u>304,654</u>
Total current assets	7,884,125	6,739,432
Property and equipment, net	2,446,503	2,324,928
Deposits	78,557	56,218
Beneficial interest in a perpetual trust	<u>33,046</u>	<u>32,759</u>
Total assets	<u>\$10,442,231</u>	<u>\$ 9,153,337</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 59,875	\$ 56,160
Accounts payable	2,939,239	2,119,414
Accrued expenses and other current liabilities	497,655	600,323
Deferred revenue	1,581,098	1,354,828
Client accounts	<u>453,825</u>	<u>435,960</u>
Total current liabilities	5,531,692	4,566,685
Long-term debt, net of current portion	<u>730,309</u>	<u>789,735</u>
Total liabilities	<u>6,262,001</u>	<u>5,356,420</u>
Net assets		
Unrestricted	4,156,678	3,778,401
Temporarily restricted	<u>23,552</u>	<u>18,516</u>
Total net assets	<u>4,180,230</u>	<u>3,796,917</u>
Total liabilities and net assets	<u>\$10,442,231</u>	<u>\$ 9,153,337</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Activities

Years Ended June 30, 2015 and 2014

	2015			2014		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenue and support						
Medicaid	\$ 36,812,472	\$ -	\$36,812,472	\$ 34,859,333	\$ -	\$34,859,333
New Hampshire Department of Developmental Services	782,158	-	782,158	863,113	-	863,113
Contributions and grants	1,578,028	15,780	1,593,808	1,155,032	7,403	1,162,435
Client fees	187,691	-	187,691	200,288	-	200,288
Adult day service program	226,758	-	226,758	242,591	-	242,591
Rental income	45,830	-	45,830	35,027	-	35,027
Interest income	1,614	-	1,614	473	-	473
Change in beneficial interest in perpetual trust	287	-	287	4,602	-	4,602
Other revenues	351,457	-	351,457	423,850	-	423,850
The PLUS Company, Inc. services	131,996	-	131,996	130,176	-	130,176
United Way	10,193	-	10,193	14,238	-	14,238
Third party insurance	605,133	-	605,133	484,275	-	484,275
Production sales and service	156,158	-	156,158	337,442	-	337,442
Net assets released from restrictions	10,744	(10,744)	-	12,219	(12,219)	-
Total revenue and support	40,900,519	5,036	40,905,555	38,762,659	(4,816)	38,757,843
Operating expenses						
Program services						
Adult services	32,844,463	-	32,844,463	30,567,058	-	30,567,058
Children services	3,167,931	-	3,167,931	3,363,673	-	3,363,673
Elder services	2,310,961	-	2,310,961	1,848,890	-	1,848,890
Medicaid infrastructure	-	-	-	96,268	-	96,268
Total program services	38,323,355	-	38,323,355	35,875,889	-	35,875,889
Supporting services						
General management	2,106,761	-	2,106,761	2,154,594	-	2,154,594
Fundraising	92,126	-	92,126	111,370	-	111,370
Total supporting services	2,198,887	-	2,198,887	2,265,964	-	2,265,964
Total operating expenses	40,522,242	-	40,522,242	38,141,853	-	38,141,853
Change in net assets	378,277	5,036	383,313	620,806	(4,816)	615,990
Net assets, beginning of year	3,778,401	18,516	3,796,917	3,157,595	23,332	3,180,927
Net assets, end of year	\$ 4,156,678	\$ 23,552	\$ 4,180,230	\$ 3,778,401	\$ 18,516	\$ 3,796,917

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2015

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	\$ -	\$ -	\$ 33,936,152	\$ 2,248,585	\$ 627,735	\$ 36,812,472	\$ -	\$ -	\$ 36,812,472
New Hampshire Department of Developmental Services	-	-	355,882	426,276	-	782,158	-	-	782,158
Contributions and grants	-	39,677	23,342	109,106	1,421,683	1,593,808	-	-	1,593,808
Client fees	-	-	184,648	3,043	-	187,691	-	-	187,691
Adult day service program	-	-	-	-	226,758	226,758	-	-	226,758
Rental income	-	-	45,830	-	-	45,830	383,688	(383,688)	45,830
Interest income	1,238	-	-	346	-	1,584	30	-	1,614
Change in beneficial interest in a perpetual trust	-	-	-	-	-	287	-	-	287
Other revenues	442	-	120,403	64,733	118,988	304,566	46,891	-	351,457
The PLUS Company, Inc. service	131,996	-	-	-	-	131,996	-	-	131,996
United Way	-	-	1,077	-	9,116	10,193	-	-	10,193
Third party insurance	-	-	-	605,133	-	605,133	-	-	605,133
Production sales and service	44,550	-	40,638	70,970	-	156,158	-	-	156,158
Management fees	-	-	77,016	-	-	77,016	-	(77,016)	-
Total revenue and support	\$ 178,226	\$ 39,964	\$ 34,784,988	\$ 3,528,192	\$ 2,404,280	\$ 40,935,650	\$ 430,609	\$ (460,704)	\$ 40,905,555

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2014

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	\$ -	\$ 60	\$ 31,819,137	\$ 2,336,984	\$ 703,152	\$ -	\$ 34,859,333	\$ -	\$ -	\$ 34,859,333
New Hampshire Department of Developmental Services	-	-	308,824	554,289	-	-	863,113	-	-	863,113
Contributions and grants	22,852	32,522	192,130	105,130	797,307	12,494	1,162,435	-	-	1,162,435
Client fees	-	-	200,288	-	-	-	200,288	-	-	200,288
Adult day service program	-	-	-	-	242,591	-	242,591	-	-	242,591
Rental income	-	-	31,863	-	-	-	31,863	369,752	(366,588)	35,027
Interest income	-	-	-	198	-	-	198	275	-	473
Change in beneficial interest in a perpetual trust	-	4,602	-	-	-	-	4,602	-	-	4,602
Other revenues	49,161	13	139,759	72,147	162,759	11	423,850	-	-	423,850
The PLUS Company, Inc. 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 sales and service	3,400	159	237,593	86,290	-	10,000	337,442	-	-	337,442
Management fees	-	-	76,674	-	-	-	76,674	-	(76,674)	-
Total revenue and support	\$ 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 consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2015

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses									
Salaries and wages	\$ 1,197,804	\$ 33,507	\$ 3,049,829	\$ 1,689,141	\$ 1,162,359	\$ 7,132,640	\$ -	\$ -	\$ 7,132,640
Contract staff	94,958	5	18,525	1,736	51	115,275	-	-	115,275
Employee benefits	330,361	7,816	558,128	291,992	135,773	1,324,070	-	-	1,324,070
Payroll taxes	85,336	2,519	229,243	127,844	88,455	533,397	-	-	533,397
Total payroll and related expenses	<u>1,708,459</u>	<u>43,847</u>	<u>3,855,725</u>	<u>2,110,713</u>	<u>1,386,638</u>	<u>9,105,382</u>	-	-	<u>9,105,382</u>
Other expenses									
Client treatment services	1,579	73	457,623	745,182	615,168	1,819,625	-	-	1,819,625
Professional fees	244,988	845	152,035	107,405	152,035	996,693	6,714	(6,714)	996,693
Staff development and training	20,879	6,386	257,576	14,274	2,709	301,824	-	-	301,824
Rent and mortgage interest	21,317	941	353,799	31,431	89,196	496,684	31,186	(383,688)	144,182
Other occupancy costs	-	-	-	-	-	-	37,562	-	37,562
Utilities	4,940	218	26,331	7,283	2,267	41,039	294	-	41,333
Repair and maintenance	5,593	221	67,699	7,368	2,294	83,175	200,388	(70,302)	213,261
Office, building and household	25,626	184	31,507	13,419	6,784	77,520	59	-	77,579
Equipment rental	20,645	330	39,932	11,754	5,266	77,927	-	-	77,927
Advertising	4,135	2,633	7,536	2,665	719	17,688	-	-	17,688
Communications	11,548	303	24,238	7,054	4,800	47,943	366	-	48,309
Transportation	5,580	2,722	185,377	37,684	12,436	243,799	4,313	-	248,112
Client services	-	-	323,397	9,065	21,258	353,720	-	-	353,720
Insurance	29,882	197	23,768	6,574	2,671	63,092	13,723	-	76,815
Other	-	33,161	280,349	54,046	8,185	375,741	87	-	375,828
Subcontractor	-	-	26,444,379	-	-	26,444,379	-	-	26,444,379
Total other expenses	<u>396,712</u>	<u>48,214</u>	<u>29,014,931</u>	<u>1,055,204</u>	<u>925,788</u>	<u>31,440,349</u>	<u>294,692</u>	<u>(460,704)</u>	<u>31,274,637</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,105,171	92,061	32,870,656	3,165,917	2,312,426	40,546,231	294,692	(460,704)	40,380,219
Depreciation	4,914	210	25,669	7,016	2,184	39,993	102,030	-	142,023
Area Agency Properties expense allocation	20,613	902	321,565	31,017	22,625	396,722	(396,722)	-	-
Elimination allocation	(23,937)	(1,047)	(373,427)	(36,019)	(26,274)	(460,704)	-	460,704	-
Total operating expenses	<u>\$ 2,106,761</u>	<u>\$ 92,126</u>	<u>\$ 32,844,463</u>	<u>\$ 3,167,931</u>	<u>\$ 2,310,961</u>	<u>\$ 40,522,242</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 40,522,242</u>

Total operating expenses before depreciation and Area Agency Properties and elimination allocations

Depreciation
Area Agency Properties expense allocation
Elimination allocation

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2014

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses										
Salaries and wages	\$ 1,138,632	\$ 42,211	\$ 3,559,656	\$ 1,616,124	\$ 944,887	\$ 57,808	\$ 7,359,318	\$ -	\$ -	\$ 7,359,318
Contract staff	51,169	1,433	40,710	15,648	2,849	-	111,809	-	-	111,809
Employee 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
Total payroll and related expenses	<u>1,599,047</u>	<u>56,912</u>	<u>4,462,405</u>	<u>2,049,173</u>	<u>1,145,685</u>	<u>77,488</u>	<u>9,390,710</u>	<u>-</u>	<u>-</u>	<u>9,390,710</u>
Other expenses										
Client treatment services	350	13	409,589	885,246	412,375	11	1,707,584	-	-	1,707,584
Professional fees	295,001	835	476,554	97,251	81,467	9,677	960,785	6,372	(6,372)	960,785
Staff development and training	26,367	8,084	69,790	35,202	5,364	2,658	147,465	-	-	147,465
Rent and mortgage interest	34,631	1,787	306,224	52,324	94,979	1,544	491,489	34,313	(318,588)	207,214
Other occupancy costs	-	-	1,006	-	-	-	1,006	25,934	-	26,940
Utilities	7,870	406	16,499	11,891	4,064	351	41,081	632	-	41,713
Repairs and maintenance	6,854	353	54,347	10,355	4,292	306	76,507	188,744	(118,302)	146,949
Office, building and household	45,789	1,309	29,471	21,200	10,003	572	108,344	98	-	108,442
Equipment rental	23,094	528	20,359	16,113	6,918	457	67,469	-	-	67,469
Advertising	2,885	2,793	7,080	2,776	1,695	416	17,645	-	-	17,645
Communications	9,284	314	21,519	11,324	7,978	891	51,310	357	-	51,667
Transportation	6,422	2,588	185,469	39,050	24,063	650	258,242	4,313	-	262,555
Client services	-	-	224,122	15,951	23,330	-	263,403	-	-	263,403
Insurance	19,538	433	16,662	12,664	4,689	373	54,359	18,518	-	72,877
Other	86,537	35,269	144,305	101,904	24,410	1,094	393,519	840	-	394,359
Subcontractor	-	-	24,119,985	8,521	24,410	-	24,128,506	-	-	24,128,506
Total other expenses	<u>564,622</u>	<u>54,712</u>	<u>26,102,981</u>	<u>1,321,772</u>	<u>705,627</u>	<u>19,000</u>	<u>28,768,714</u>	<u>280,121</u>	<u>(443,262)</u>	<u>28,605,573</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	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
Depreciation	-	214	40,588	6,446	2,264	184	49,696	95,874	-	145,570
Area Agency Properties expense	25,326	1,308	296,871	38,287	13,077	1,126	375,995	(375,995)	-	-
Elimination allocation	(34,401)	(1,776)	(335,787)	(52,005)	(17,763)	(1,530)	(443,262)	-	443,262	-
Total operating expenses	<u>\$ 2,154,594</u>	<u>\$ 111,370</u>	<u>\$30,567,058</u>	<u>\$ 3,363,673</u>	<u>\$ 1,848,890</u>	<u>\$ 96,268</u>	<u>\$ 38,141,853</u>	<u>\$ 280,121</u>	<u>\$ (443,262)</u>	<u>\$ 38,141,853</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 40,188,872	\$ 36,367,350
Cash paid to suppliers and employees	(39,480,926)	(37,695,437)
Interest received	1,614	473
Interest paid	<u>(38,744)</u>	<u>(45,907)</u>
Net cash provided (used) by operating activities	<u>670,816</u>	<u>(1,373,521)</u>
Cash flows from investing activities		
Change in deposits	(22,339)	(3,679)
Acquisition of property and equipment	<u>(270,191)</u>	<u>(380,619)</u>
Net cash used by investing activities	<u>(292,530)</u>	<u>(384,298)</u>
Cash flows from by financing activities		
Payments on long-term debt	<u>(55,711)</u>	<u>(50,086)</u>
Net increase (decrease) in cash and cash equivalents	322,575	(1,807,905)
Cash, beginning of year	<u>2,628,280</u>	<u>4,436,185</u>
Cash, end of year	<u>\$ 2,950,855</u>	<u>\$ 2,628,280</u>
Reconciliation of change in net assets to net cash provided (used) by operating activities		
Change in net assets	\$ 383,313	\$ 615,990
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	142,023	145,570
Loss on disposal of property and equipment	6,593	-
Change in beneficial interest in a perpetual trust	(287)	(4,602)
Change in assets and liabilities		
Increase in accounts receivable	(941,052)	(1,854,636)
Decrease (increase) in prepaid expenses and other current assets	136,799	(172,839)
Increase in accounts payable	819,825	215,647
(Decrease) increase in accrued expenses and other current liabilities	(102,668)	212,131
Increase (decrease) in deferred revenue	<u>226,270</u>	<u>(530,782)</u>
Net cash provided (used) by operating activities	<u>\$ 670,816</u>	<u>\$ (1,373,521)</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2015 and 2014

Nature of Activities

Area Agency of Greater Nashua, Inc. d/ba Gateways Community Services (Gateways) provides a comprehensive residential and service delivery system for elders and people with developmental disabilities in southern New Hampshire. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. (Properties) owns various homes and commercial office space that are used as residences for clients and for general operations.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization). All material intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

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

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows:

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2015 and 2014, the Organization had no permanently restricted net assets.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2015 and 2014

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Income Taxes

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

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

Accounts Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a specific identification reserve method to account for uncollectible accounts. A reserve for accounts receivable of \$21,108 and \$27,775 was recognized at June 30, 2015 and 2014, respectively. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2015 and 2014

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

<u>Description</u>	<u>Estimated Lives</u>
Buildings and building improvements	10-40 years
Furniture	5-10 years

Deferred Revenue

The Organization's deferred revenue consists of funds received in advance from the State of New Hampshire for services to be performed at a later date.

Functional Allocation of Expenses

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

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through January 20, 2016, which is the date that the consolidated financial statements were available to be issued.

2. Property and Equipment

Property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Land and improvements	\$ 521,520	\$ 521,520
Building improvements	3,196,800	3,140,671
Vehicles	14,452	14,452
Equipment and furniture	<u>542,348</u>	<u>382,000</u>
	4,275,120	4,058,643
 Less accumulated depreciation	 <u>1,828,617</u>	 <u>1,733,715</u>
	 <u>\$ 2,446,503</u>	 <u>\$ 2,324,928</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2015 and 2014

3. Line of Credit

The Organization has an unsecured line of credit with maximum borrowing of \$2,000,000. Interest on any outstanding balances is due monthly. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (3.25% at June 30, 2015). The Organization maintained no outstanding balance at June 30, 2015 and 2014. The line of credit is due for renewal on February 28, 2016.

4. Long-Term Debt

Long-term debt consisted of the following at June 30:

	<u>2015</u>	<u>2014</u>
Mortgage note, payable in monthly installments of \$2,872 including interest at 3.37%, through May 2018; collateralized by real estate.	\$ 461,254	\$ 479,613
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	168,037	190,078
Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	<u>160,893</u>	<u>176,204</u>
	790,184	845,895
Less current portion	<u>(59,875)</u>	<u>(56,160)</u>
Long-term debt, net of current portion	<u>\$ 730,309</u>	<u>\$ 789,735</u>

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

2016	\$	59,875
2017		62,209
2018		461,493
2019		44,214
2020		46,055

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2015.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2015 and 2014

5. Concentration of Credit Risk

For the years ended June 30, 2015 and 2014, 90% of revenue and support of the Organization was derived through contracts with the State of New Hampshire's Medicaid program. As of June 30, 2015 and 2014, accounts receivable due from the State of New Hampshire's Medicaid Program was 72% and 77%, respectively.

6. Affiliate

Effective July 1, 1996, the Organization entered into an affiliation agreement with The PLUS Company, Inc. (PLUS). The affiliation agreement allowed for certain administrative functions to be combined and required the Organization's Board of Directors to have majority representation on PLUS's Board of Directors. In addition to the Organization's majority representation on PLUS's Board of Directors, PLUS is financially dependent on the Organization.

PLUS's financial statements are not included in the accompanying consolidated financial statements, as required by U.S. GAAP, for certain regulatory reporting purposes. The Organization's general purpose consolidated financial statement include the accounts of all the related entities.

The following is summarized financial data of PLUS:

	<u>2015</u>	Restated <u>2014</u>
Total assets	<u>\$ 3,642,802</u>	<u>\$ 3,610,409</u>
Total liabilities	<u>\$ 2,134,495</u>	\$ 2,483,613
Total net assets	<u>1,508,307</u>	<u>1,126,796</u>
Total liabilities and net assets	<u>\$ 3,642,802</u>	<u>\$ 3,610,409</u>
Total revenue and support	<u>\$11,829,806</u>	\$10,856,248
Total operating expenses	<u>11,448,295</u>	<u>10,783,761</u>
Change in net assets	<u>\$ 381,511</u>	<u>\$ 72,487</u>
Due to PLUS included in accounts payable	<u>\$ 784,828</u>	<u>\$ 486,991</u>
PLUS revenue and support derived from the Organization included in subcontractor expense	<u>\$ 8,039,403</u>	<u>\$ 7,373,810</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2015 and 2014

In 2003, PLUS acquired a building from a related party, but did not begin to depreciate the full value of the asset over its expected useful life. As a result its 2014 financial statements had to be restated to reflect this depreciation. The effect of the restatement as of July 1, 2014 and 2013 was \$64,454 and \$58,069, respectively. The restatement resulted in a decrease in the previously reported change in unrestricted net assets for the year ended June 30, 2014 of \$6,385.

7. Retirement Plan

On August 1, 2012, the Organization adopted a qualified 403(b) retirement plan (the Plan). The Plan covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. The matching contributions charged to operations for the plan were \$72,206 and \$121,958 for the years ended June 30, 2015 and 2014, respectively.

8. Funds Held by Others

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling their mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total market value of the designated fund was approximately \$465,000 at June 30, 2015 and \$425,000 at June 30, 2014.

The Organization is also a beneficiary of an agency endowment fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2015 and 2014, the estimated value of the future distributions from the agency fund in the amount of \$33,046 and \$32,759, respectively, is included in the consolidated statements of financial position as beneficial interest in perpetual trust.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of \$1,000,000. There were no distributions from the funds in the years ended June 30, 2015 and 2014.

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.

Notes to the Consolidated Financial Statements

June 30, 2015 and 2014

9. Fair Value Measurements

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of the Organization's beneficial interest in perpetual trust is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held by the perpetual trust is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Change in fair value of the Organization's beneficial interest in a perpetual trust consisted of appreciation of \$287 and \$4,602 for the years ended June 30, 2015 and 2014, respectively.



**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**

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated January 20, 2016. We have issued a qualified opinion on the consolidated financial statements because the Organization has excluded the financial statements of The PLUS Company, Inc. from the accompanying consolidated financial statements. In accordance with U.S. generally accepted accounting principles, consolidation of related organizations is required when either common control or economic dependency exists. At June 30, 2015 both of these criteria exist between the Organization and The PLUS Company, Inc.

Internal Control Over Financial Reporting

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

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 combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's consolidated 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 the 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.

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
January 20, 2016



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133**

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

Report on Compliance for Each Major Federal Program

We have audited Area Agency of Greater Nashua, Inc.'s d/b/a Gateways Community Services and Area Agency Properties, Inc.'s (the Organization) 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 the Organization's major federal programs for the year ended June 30, 2015. The Organization'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 the Organization'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 U.S. generally accepted auditing standards; 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 the Organization'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 the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the 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, 2015.

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with OMB Circular A-133 and which is described as finding 2015-001 in the accompanying schedule of findings and questioned costs. Our opinion on each of the Organization's major programs is not modified with respect to this matter.

The Organization's response to the noncompliance finding identified in our audit is described under finding 2015-001 in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Management of the Organization 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, we considered the Organization'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 the Organization'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 over compliance* is a deficiency, or 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 the 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 and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance we consider to be material weaknesses. However, we identified a deficiency in internal control over compliance described as finding 2015-001 in the accompanying schedule of findings and questioned costs that we consider to be a significant deficiency.

The Organization's response to the internal control over compliance finding identified in our audit is described under finding 2015-001 in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

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.

Report on the Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the consolidated financial statements of the Organization, as of and for the year ended June 30, 2015, and have issued our report thereon dated January 20, 2016, which contained a qualified opinion on those consolidated financial statements due to the exclusion of an affiliate's financial statements from the consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements of the Organization as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and to 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 schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
January 20, 2016

**AREA AGENCY OF GREATER NASHUA, INC.
D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2015

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-through Contract Number</u>	<u>Total Federal Expenditures</u>
United States Department of Health and Human Services:			
<u>Pass-through:</u>			
<i>State of New Hampshire Department of Health and Human Services:</i>			
Special Programs for the Aging, Title III, Part B: Grants for Supportive Services and Senior Centers	93.044	N/A	\$ 58,000
Social Services Block Grant	93.667	05-95-93-930010- 7858	106,693
National Family Caregiver Support, Title III, Part E	93.052	05-95-48-481010- 7872	<u>511,073</u>
Total United States and State of New Hampshire Departments of Health and Human Services			<u>675,766</u>
United States Department of Education:			
<u>Pass-through:</u>			
<i>State of New Hampshire Department of Education:</i>			
Special Education – Grants for Infants and Families	84.181	05-95-93-930010- 7852	<u>554,289</u>
United States Department of Agriculture:			
<u>Pass-through:</u>			
<i>State of New Hampshire Department of Agriculture:</i>			
Child and Adult Care Food Program	10.558	N/A	<u>18,199</u>
Total Federal Awards Expended			\$ <u>1,248,254</u>

**AREA AGENCY OF GREATER NASHUA, INC.
D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2015

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization) under programs of the federal government for the year ended June 30, 2015. The information in the Schedule is presented in accordance with Office of Management and Budget Circular A-133, *Audits of States, Local Government and Non-Profit Organizations*. Because the Schedule presents only a portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Organization.

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.

**AREA AGENCY OF GREATER NASHUA, INC.
D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Schedule of Findings and Questioned Costs

Year Ended June 30, 2015

Section I. – Summary of Auditor’s Results

Consolidated Financial Statements

Type of auditor’s report issued:	<u>Qualified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	___ yes <u>X</u> no
Significant deficiency(ies) identified not considered to be material weaknesses?	___ yes <u>X</u> none reported
Noncompliance material to financial statements noted?	___ yes <u>X</u> no

Federal Awards

Internal control over major program:	
Material weakness(es) identified?	___ yes <u>X</u> no
Significant deficiency(ies) identified not considered to be material weaknesses?	<u>X</u> yes ___ none reported

Type of auditor’s report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)?	<u>X</u> yes ___ no

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
93.052	United States Department of Health and Human Services - National Family Caregiver Support, Title III, Part E
84.181	United States Department of Education – Special Education - Grants for Infants and Families

Dollar threshold used to distinguish between Type A and Type B programs:	\$300,000
Auditee qualified as low-risk auditee?	___ yes <u>X</u> no

**AREA AGENCY OF GREATER NASHUA, INC.
D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Schedule of Findings and Questioned Costs (Continued)

Year Ended June 30, 2015

Section II. – Findings Related to the Consolidated Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards

None noted

Section III. – Findings and Questioned Costs for Each Major Federal Program

Finding Number: 2015-001

Information on the Federal Program:

Federal Agency: United States Department of Education
CFDA: 84.181
Federal Award Identification Number: N/A
Federal Award Year: 2013-2015
Program Name: Special Education - Grants for Infants and Families
Passthrough Agency: State of New Hampshire Department of Education
Passthrough Contract Number: 05-95-93-930010-7852

Federal Agency: United States Department of Health and Human Services
CFDA: 93.052
Federal Award Identification Number: N/A
Federal Award Year: 2015
Program Name: National Family Caregiver Support, Title III, Part E
Passthrough Agency: State of New Hampshire Department of Health and Human Services
Passthrough Contract Number: 05-95-48-481010-7872

Specific Requirement: Sec. 320(a) of OMB Circular A-133 requires the reporting package and data collection form (DCF) to be submitted to the Federal Audit Clearinghouse the earlier of 30 days after the reports are received from the auditors or nine months after the end of the audit period, unless a longer period of time was agreed to in advance by the cognizant or oversight agency for audit.

Condition Found and Context: The 2013-2014 DCF was submitted more than 30 days after the audited financial statements were made available. The date of the audit report was December 17, 2014 and the DCF was filed on January 21, 2015.

Questioned Costs: None

**AREA AGENCY OF GREATER NASHUA, INC.
D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Schedule of Findings and Questioned Costs (Concluded)

Year Ended June 30, 2015

Cause and Effect: The Organization was not aware of the 30 day requirement and was under the assumption that nine months after the end of the audit period (year end June 30, 2014) was the deadline to file the DCF. The effect was the information in the DCF not being available to the users of the Federal Audit Clearinghouse database in a timely manner.

Recommendation: We recommend management track the date the audit report is received and file the DCF within 30 days of that date.

Views of a Responsible Official and Corrective Action Plan: Management concurs with the recommendation and will file the 2014-2015 DCF in accordance with the required deadline.

**AREA AGENCY OF GREATER NASHUA, INC.
D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2015

NONE

**Gateways Community Services
Board of Directors List**

Officers

Edgar Carter, Chair

Helen Honorow, Vice Chair

Mark Thornton, Secretary

Joseph Gamache, Treasurer

Board Members

Karen Anderson

Carol Bambrick

Leah Brokhoff

Bob Corcoran

Peggy Gilmour

Jim McKenna

Lauren Primmer

Lou Primmer

Tim McMahon

Marc Sadowsky

Lisa Scheib

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 By the Center on Human Policy, Syracuse University	2012
Recipient of “The Walter J. Dunfey Award for Excellence in Management” from the New Hampshire Charitable Foundation – The Corporate Fund	1990

EXPERIENCE

Gateways Community Services, Nashua, NH President/CEO	1983 - Present
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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

Nzenalu Obinelo MSW, RSW

PROFESSIONAL PROFILE

Senior Level Director with extensive experience in cross functional team management, strategic planning, multi-sectoral partnership building and change management. Solid analytical skills and problem solving capacity. Excellent interpersonal and communication skills. Dynamic, team oriented community leader and builder.

AREAS OF EXPERTISE

- Communication & Interpersonal Skills
- Management & Delegation
- Training & Development
- Healthcare & Operational Management
- Strategic & Care Planning
- Inter-Professional Practice
- Recruitment & Selection
- Leadership & Collaboration
- Legislative Review & Compliance
- Teaching & Education
- Budgets & Fund Raising

WORK EXPERIENCE

VICE PRESIDENT OF CHILDREN AND FAMILY SERVICES

1999 – PRESENT

Gateways Community Services – Nashua, New Hampshire

Senior Director to multiple programs, which provide services to children and adults who are intellectually disabled and/or have mental health diagnosis: Administer strategic goals throughout these programs and report directly to agency's Chief Executive Officer. Responsibility also includes assignment to Board Committees and Board responsibilities as necessary. Provide leadership to management team of direct reports.

Experience in leading and supporting various program teams and community partnerships, which provide local trainings, consultations and crises planning to assure that services are available to dually diagnosed individuals, their families and staff. Providing leadership to staff who maintain a goal of supporting individuals to live in their community regardless of the level of personal challenge, and regardless of the depth of needs.

Responsibilities include oversight of the following departments:

- Family Support
- Autism Resource Centre
- Mental Health
- Intake Services
- Early Supports And Services
- Partners In Health

INTENSIVE CASE MANAGER

1997 – 1999

New Alternatives Inc., San Diego California

Coordinated "treatment teams" for youth at risk and their families in the Community-based, Intensive Treatment of Youth (C.I.T.Y.) Program. Conducted strength based assessments with children and their families.

SOCIAL WORKER

1991 – 1997

The Hospital for Sick Children, Toronto, Ontario

Member of multi-disciplinary team in the hematology/oncology program. Provided family and individual therapy to diverse population of pediatric patients and families in need of crisis management support, adjustment counseling and psychotherapy. Helped patients cope with the long term effects of chronic and terminal illnesses. Completed clinical reports involving psycho-social assessments.

TEACHING EXPERIENCE

FIELD INSTRUCTOR

1994 – 1997

University of Toronto, Toronto, Ontario

Supervised and evaluated students completing Master of Social Work degrees. Provided instruction for conducting psycho-social assessments, individual and group therapy models, communicative skills and report writing.

EDUCATION & PROFESSIONAL TRAINING

LEADERSHIP NEW HAMPSHIRE

2013 – 2014

Graduate

Leadership New Hampshire is one of 14 initiatives proposed in the Governor's Commission on New Hampshire in the 21st Century to identify emerging leaders for key roles in state-wide issues and developing a network of informed leaders.

- Identified to take on leadership role on state-wide issues; and develop a network for effective leadership.
- Interacted and liaised with top state officials, judges, educators, students, corporate leaders and others who receive, deliver or make decisions and policy that affect services across the state.

ONTARIO COLLEGE OF CERTIFIED, REGISTERED SOCIAL WORKERS

1993 – PRESENT

Registered Social Worker (RSW)

Professional designation associated with the practice of social work.

UNIVERSITY OF WINDSOR, WINDSOR, ONTARIO, CANADA

1985 - 1990

Master of Social Work - School of Social Work (1990)

Courses focused on community organization and administration of social service organizations. Thesis involved evaluation of the effectiveness of volunteer sector service delivery mechanisms with respect to home care and hospice.

Bachelor of Social Work - School of Social Work (1989)

Program involved courses in sociology, psychology, social work and the law.

FUNDRAISING & VOLUNTEER WORK

- Thank You Project, Nashua, New Hampshire
- Nashua High School South, Nashua, New Hampshire
- Avon Walk for Breast Cancer, Boston, Massachusetts
- Susan G. Komen 3 Day, Boston, Massachusetts
- Immaculate Conception Parish, Nashua, New Hampshire
- Mayor's Task Force on Youth – City Hall, Nashua, New Hampshire
- Networks – Department of Child, Youth and Families, Nashua, New Hampshire
- Camp Jumoke, Toronto, Ontario
- Camp Oochigeas, Toronto, Ontario

References Available Upon Request

BETH RAYMOND

EDUCATION: Masters Degree in Education
University of New Hampshire, Durham NH
Areas of concentration: Guidance and Personnel Services

EMPLOYMENT HISTORY:

November 1990 to Present

Gateways Community Services (formerly Area Agency of Greater Nashua, Inc.)

Senior Director of Elder and Adult Custom Services

Responsible to assist the President/CEO in the administration of Gateways Community Services. Currently supervise Adult Custom Services, Adult Day Service Program, Gateways for Seniors, Elders Case Management and CareConnect Health Home. Have supervised the following programs: Service Coordination, Family Support, Infant and Toddler, Benefits Dept., Maintenance, Quality Assurance Department, Early Intervention and Pediatric Therapy Program.

July 1989-November 1990

Area Agency of Greater Nashua
Community Resource Developer

Responsible to maximize the Area Agency's use of rental assistance programs, low income housing finance programs, untapped funding sources and alternative housing models.

1986-1989

Nashua Housing Authority
Assistant Executive Director

Responsible to assist the Executive Director in the administration of the Nashua Housing Authority, senior member of Management Team and special projects.

1984-1986

Nashua Housing Authority
Director of Management and Occupancy

Responsible for administration of Public House Program and Section 8 Housing Programs including certificates, vouchers, rental rehabilitation program and moderate rehabilitation program.

1980-1984

Nashua Housing Authority
Director of Resident Services

Responsible to meet the social service needs of residents through referral to appropriate agency, development of direct service program.

1977-1980

Nashua Housing Authority
Adult Day Service Program Coordinator

Responsible for the creation and maintenance of Nashua's first Adult Day Care Program.

1974-1977

Community Council Mental Health Center
Mental Health Worker

Participated on team which developed and implemented Nashua's first partial hospitalization program for chronically mentally ill patients.

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 Service Coordination and Clinical Services
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

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

BUDGET PERIOD		SFY 17 (7/1/16 - 6/30/17)		
Name of 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)
Sandra Pelletier, President/CEO	\$162,225	0.00%	100.00%	\$0.00
Timothy Leach, CFO	\$100,725	0.00%	100.00%	\$0.00
Nzenalu Obinelo, Vice President of Children & Family Services	\$81,045	0.00%	100.00%	\$0.00
Beth Raymond, Senior Director of Elders & Adult Custom Services	\$75,440	0.00%	100.00%	\$0.00
Kristen Henderson, Senior Director of Service Coordination & Clinical Services	\$70,000	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
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: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-09)




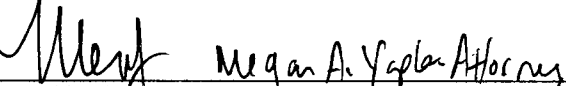
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite #1 Dover, NH 03820-4375	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852 05-95-93-930010-7858 05-95-93-930010-5947	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$615,597
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christopher Roundy, President	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Strafford</i> On <i>May 24, 2016</i> , 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 <u>Notary Public</u> or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Darlene Moore, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn, Assoc. 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) (if applicable) By:  Megan A. Yopla, Attorney On: <i>6/3/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Initials CGM
 Date 5/24/16

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

1. 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 and/or Employment 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 Community Participation 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)
	Assistive Technology
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



Exhibit A

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 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, shall be the Effective Date, that is, July 1, 2016, 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

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.

2.11. No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services



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from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

- 2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:
- 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
 - 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
 - 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
 - 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12.WORKFORCE DEVELOPMENT

- 2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:
- 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
 - 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
 - 2.12.1.3. Implement the Plan;
 - 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-mrg>



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- 2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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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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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2. Community Participation Services and/or Employment 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 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.

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 Partners	247	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.
- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.



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- 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
- 3.8.2. All staff will have current individualized professional development plans updated at least annually.
- 3.8.3. All staff will have training at least annually in procedural safeguards.
- 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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 Partners	375	0	185	190	65,711	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 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.



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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 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.



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- 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,
 - 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.



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



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7. Residences Which May Also Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.



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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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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 314 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 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



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- 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.

CGA
5/24/16

5/24/16

Exhibit A-2 Community Partners

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
Region 09		L01	Community Support Services	34	44726
Community Participation Services					
EAS		D06	Day	1	5182
Great Bay		D03	Day	20	78949
Region 09		D01	Day	119	433814
Region 09		D04	Day	8	36803
In Home Support Services					
Region 09		I01	In Home Supports	32	561
Residences Which May Also Provide Community Participation Services					
EAS		C06	Day	7	31014
EAS		C06	Residential	7	1865
Ipp		C02	Day	5	23477
Ipp		C02	Residential	5	1249
Region 09		C01	Day	18	79376
Region 09		C01	Residential	19	5337
Region 09		C03	Day	4	18055
Region 09		C03	Residential	4	992
Residential Services					
EAS		R06	Residential	1	279
Ipp		R02	Residential	2	619
Region 09		R01	Residential	77	21721
Region 09		R03	Residential	2	626
Services to Persons With Acquired Brain Disorders					
EAS		C06	Day	2	2781
EAS		C06	Residential	2	466
Region 09		C01	Day	6	25772
Region 09		C01	Residential	6	1593
Region 09		C03	Day	4	18645
Region 09		C03	Residential	4	1182
EAS		D06	Day	1	2661
Region 09		D01	Day	1	5600
Region 09		I01	Consolidated Services	3	36
Region 09		L01	Community Support Service	4	7472

Exhibit A-2 Community Partners

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Participant Directed and Managed Services	Region 09	R01	Residential	2	513
	Region 09	R03	Residential	5	1487
	Region 09	I01	Consolidated Services	57	680



Exhibit B

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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$96,177 – 16% 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 – 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.
 - 2.3. \$481,395 – 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 2017 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

- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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



Exhibit B

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 for Family Support (Staff) Services and \$20,000 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

- 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.
- 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 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.



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.

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 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 REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D




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

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

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

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

5/24/16
Date


Name: Christopher Roundy
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

5/24/16
Date


Name: Christopher Roundy
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

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

5/29/16
Date


Name: Christopher Roundy
Title: President



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

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

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

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

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

Exhibit G

Contractor Initials CEA

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

5/24/16
Date

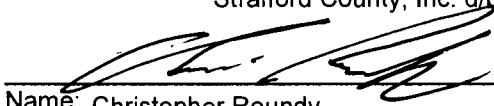

Name: Christopher Roundy
Title: President

Exhibit G

Contractor Initials CR

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

Date 5/24/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

5/24/16
Date


Name: Christopher Roundy
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHHS/Ombuds
The State

Kathleen Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/27/14
Date

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

Name of the Contractor

[Signature]
Signature of Authorized Representative

Christopher Roundy
Name of Authorized Representative

President, Board of Directors
Title of Authorized Representative

5/29/14
Date



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

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

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

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

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

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

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

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

5/24/16
Date


Name: Christopher Roundy
Title: President

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 149406691

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

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 formed September 24, 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 5th day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 27, 2016:
(Date)

RESOLVED: That the President, Christopher Roundy
(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 May, 2016.
(Date Contract Signed)

4. Christopher Roundy is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ann Landry
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 24th day of May, 2016.

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

Darlene E. Moore
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: April 8, 2020

Client#: 950869

BEHAVHEAT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2015

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).

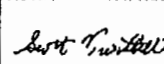
PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035	
	E-MAIL ADDRESS:	
INSURED Behavioral Health & Developmental Svcs 113 Crosby Road Suite 1 Dover, NH 03820	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insuranc	NAIC # 18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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			PHPK1355753	07/01/2015	07/01/2016	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 ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1355753	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB504468	07/01/2015	07/01/2016	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 N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY 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			PHPK1355753	07/01/2015	07/01/2016	\$1,000,000 Each Claim \$3,000,000 Aggregate

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	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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CERTIFICATE OF LIABILITY INSURANCE

BEHAHEA-01 LMICHALS

DATE (MM/DD/YYYY)
1/15/2016

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).

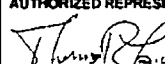
PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03102	CONTACT NAME: Lorraine Michals PHONE (A/C, No, Ext): (603) 622-2855 E-MAIL ADDRESS: info@clarkinsurance.com	FAX (A/C, No): (603) 622-2854
	INSURER(S) AFFORDING COVERAGE	
INSURED Behavioral Health & Developmental Services of Strafford County dba Community Partners 113 Crosby Rd, Ste 1 Dover, NH 03820	INSURER A: QBE Insurance Corp.	
	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 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 <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	QWC3000749	11/16/2015	11/16/2016	<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 NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

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

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

A United Way
Partner Agency



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

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

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

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

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

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

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



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, 2015 and 2014, 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, 2015 and 2014, 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 Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 4, 2015

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

Consolidated Statements of Financial Position

June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
ASSETS		
Cash and cash equivalents	\$ 1,086,881	\$ 1,688,233
Restricted cash	120,640	161,186
Accounts receivable, net of allowance for doubtful accounts	2,061,351	2,994,797
Grants receivable	99,915	106,509
Prepaid expenses	142,263	233,647
Property and equipment, net	<u>2,179,021</u>	<u>2,441,022</u>
 Total assets	 <u>\$ 5,690,071</u>	 <u>\$ 7,625,394</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 1,989,421	\$ 2,160,347
Refundable advances	249,517	787,904
Loan fund	89,115	88,996
Notes payable	<u>1,240,491</u>	<u>842,784</u>
 Total liabilities	 <u>3,568,544</u>	 <u>3,880,031</u>
Net assets		
Unrestricted	2,103,636	3,701,263
Temporarily restricted	<u>17,891</u>	<u>44,100</u>
 Total net assets	 <u>2,121,527</u>	 <u>3,745,363</u>
 Total liabilities and net assets	 <u>\$ 5,690,071</u>	 <u>\$ 7,625,394</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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,479,303	\$ 23,304,027
Medicare revenue	196,145	229,854
Client resources	1,481,753	1,490,712
Contract revenue	1,077,744	1,182,715
Grant income	674,320	465,425
Interest income	49	522
Other program revenue	105,846	62,145
Public support	67,734	73,291
Other revenue	<u>490,728</u>	<u>489,791</u>
Total public support and revenue	27,573,622	27,298,482
Net assets released from restrictions	<u>31,573</u>	<u>27,933</u>
Total public support, revenue, and releases	<u>27,605,195</u>	<u>27,326,415</u>
Expenses		
Program services		
Case management	943,225	869,742
Day programs and community support	4,405,287	4,170,441
Early support services and youth and family	3,412,749	4,968,019
Family support	579,621	600,208
Residential services	5,023,498	4,737,494
Combined residential, day and consolidated services	6,972,601	6,150,215
Adult services	3,716,191	2,430,111
Emergency services	620,806	597,080
Other	<u>842,840</u>	<u>689,634</u>
Total program expenses	26,516,818	25,212,944
Supporting services		
General management	<u>2,686,004</u>	<u>2,078,921</u>
Total expenses	<u>29,202,822</u>	<u>27,291,865</u>
Total change in unrestricted net assets	<u>(1,597,627)</u>	<u>34,550</u>
Changes in temporarily restricted net assets		
United Way allocation	5,364	1,724
Net assets released from restrictions	<u>(31,573)</u>	<u>(27,933)</u>
Total change in temporarily restricted net assets	<u>(26,209)</u>	<u>(26,209)</u>
Total change in net assets	(1,623,836)	8,341
Net assets, beginning of year	<u>3,745,363</u>	<u>3,737,022</u>
Net assets, end of year	\$ <u>2,121,527</u>	\$ <u>3,745,363</u>

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2015

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Revenue												
Medicaid revenue	\$ 784,617	\$ 3,191,487	\$ 3,578,586	\$ 211,819	\$ 5,539,379	\$ 6,510,476	\$ 3,533,900	\$ 86,352	\$ 32,667	\$ 23,479,303	\$ -	\$ 23,479,303
Medicare revenue	-	10,336	5,226	-	-	-	180,778	(10,193)	-	196,145	-	196,145
Client resources	30,614	42,595	268,879	8,945	672,490	331,941	58,068	66,354	(131)	1,481,753	-	1,481,753
Contract revenue	-	297,674	58,080	116,077	-	121,680	113,998	99,265	-	804,784	272,960	1,077,744
Grant income	35	12,772	116,700	27,152	77	4,405	46,983	-	405,180	613,304	61,016	674,320
Interest income	-	-	-	-	-	-	-	-	-	49	49	49
Other program revenue	-	63,780	4,838	-	-	31,218	-	-	-	99,846	6,000	105,646
Public support	13,782	11,036	3,742	8,465	-	-	1,080	-	25,181	83,286	4,448	107,734
Other revenue	623	18,802	61,680	1,500	10,377	45,980	35,221	-	117,697	291,880	198,848	490,728
Total functional public support and revenue	839,671	3,648,492	4,095,731	373,958	6,222,323	6,924,020	3,987,716	243,778	684,612	27,030,301	543,321	27,573,622
Net assets released from restrictions	5,364	-	-	-	-	-	-	-	26,209	31,573	-	31,573
Total public support, revenue and releases	845,035	3,648,492	4,095,731	373,958	6,222,323	6,924,020	3,987,716	243,778	720,821	27,061,874	543,321	27,605,195
Expenses												
Salaries and wages	540,967	2,341,280	2,131,188	185,630	620,773	1,565,706	2,298,944	450,457	441,460	10,574,405	1,494,729	12,069,134
Employee benefits	154,098	571,288	489,520	52,532	189,886	342,794	560,037	86,770	154,475	2,603,400	396,266	2,999,666
Payroll taxes	39,380	171,674	154,787	13,562	45,278	116,227	176,378	31,821	38,288	787,403	86,097	873,500
Contracted substitute staff	45	6,754	1,327	15	55	100	1,366	35	10	9,707	52,227	61,934
Client treatment services	5,300	11,214	2,647	184,715	3,105,264	1,430,430	16,120	10	30,416	4,786,106	489	4,786,605
Client therapies	26,598	2,118	37,819	3,331	27,098	19,572	46,127	-	-	162,663	1,058	163,721
Professional fees and consultants	78,842	55,195	183,413	11,942	34,140	36,386	141,280	20,004	10,297	571,509	148,113	719,622
Subcontractors	-	498,847	-	-	816,504	3,020,420	1,567	-	-	4,337,338	-	4,337,338
Staff development/training	3,818	50,510	51,530	1,616	2,976	10,165	22,303	2,407	2,412	147,677	26,023	173,700
Rent	-	60,390	53,843	-	2,860	10,521	79,054	-	22,568	229,236	76,014	305,250
Utilities	3,283	39,724	13,069	3,283	14,763	31,737	15,125	-	15,853	136,837	24,847	161,684
Building maintenance and repairs	1,235	21,879	6,689	1,233	35,016	19,269	9,328	502	2,691	99,842	16,575	116,417
Other occupancy costs	1,721	28,964	11,712	1,721	6,925	20,771	29,422	-	13,952	115,188	22,926	138,114
Office	3,064	19,747	11,246	1,362	4,449	13,303	13,303	1,840	5,297	73,729	58,673	132,402
Building/household	973	16,811	4,047	831	3,988	6,221	4,199	156	2,863	39,989	9,999	49,988
Client consumables	1,782	28,963	5,956	6,267	30,000	57,408	12,337	45	105	143,873	3,754	147,627
Medical	-	96	287	-	3,896	828	828	19	3	7,771	663	8,434
Equipment maintenance	5,099	25,188	22,858	2,525	8,650	16,319	27,783	4,250	4,168	116,840	35,847	152,687
Depreciation	22,436	79,771	56,144	7,479	27,421	49,657	56,179	8,740	3,742	311,769	88,587	400,356
Advertising	139	554	481	54	287	326	554	89	1,600	3,984	1,168	5,172
Printing	16	138	4,478	5	187	199	(51)	98	98	5,266	2,078	7,344
Telephone/communications	1,956	34,878	23,153	415	12,511	31,041	25,787	1,891	22,032	153,664	50,609	204,273
Postage/shipping	552	2,781	3,174	184	425	2,727	3,816	489	512	14,670	6,062	20,732
Transportation	24,462	272,475	46,852	3,168	18,262	132,430	117,638	1,758	7,767	625,032	(381)	624,651
Assistance to individuals	14,850	25,891	-	89,947	-	9,925	400	-	29,528	170,542	270	206,196
Insurance	8,509	30,254	36,163	2,836	10,400	18,908	48,800	6,618	18,900	164,378	41,818	206,196
Membership dues	286	1,292	1,862	95	424	636	4,224	222	113	9,154	66,096	75,250
Interest	2,767	4,642	6,167	2,286	1,125	5,756	4,761	561	8,194	36,259	9,555	45,814
Other	1,037	969	50,327	2,587	215	547	374	26	22,505	78,587	5,810	84,397
Total expenses	943,225	4,405,287	3,412,749	578,621	5,023,488	6,972,801	3,716,181	620,806	842,840	26,516,818	2,686,004	29,202,822
(Decrease) increase in unrestricted net assets	\$ (98,190)	\$ (756,795)	\$ 682,982	\$ (205,663)	\$ 1,198,925	\$ (48,581)	\$ 271,525	\$ (377,028)	\$ (122,019)	\$ 545,056	\$ (2,142,683)	\$ (1,597,627)

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, 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	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Revenue	\$ 716,875	\$ 3,444,807	\$ 4,739,473	\$ 243,744	\$ 5,382,737	\$ 6,478,466	\$ 2,010,781	\$ 93,037	\$ 184,107	\$ 23,304,027	\$ -	\$ 23,304,027
Medicaid revenue	-	12,321	74,784	-	-	127,945	-	6,449	8,355	229,854	-	229,854
Medicare revenue	25,429	29,865	356,591	792	644,576	315,660	76,983	37,615	3,221	1,490,712	-	1,490,712
Client resources	-	101,923	387,125	193,657	199,914	199,914	-	105,313	179,283	1,177,195	-	1,182,715
Contract revenue	3,332	6,162	82,017	10,801	2,232	1,231	36,718	-	281,087	423,580	-	485,425
Grant income	-	-	-	-	-	-	-	-	-	-	-	522
Interest income	-	54,954	1,191	-	-	-	-	-	-	56,145	-	62,145
Other program revenue	19,463	5,159	3,435	12,225	1,200	-	256	-	30,896	72,634	-	73,291
Public support	(138)	6,915	50,186	258	308	159	14,474	-	136,813	208,975	-	489,791
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Total functional public support and revenue	764,961	3,682,106	5,704,802	461,477	6,031,053	6,795,516	2,467,051	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 releases	766,685	3,682,106	5,704,802	461,477	6,031,053	6,795,516	2,467,051	242,414	859,951	26,991,055	335,360	27,326,415
Expenses	538,818	2,166,004	3,021,864	155,515	587,402	1,285,389	1,485,732	420,963	361,342	10,023,039	1,155,676	11,178,715
Salaries and wages	126,385	603,524	731,445	84,230	84,247	293,583	343,526	73,204	88,924	2,085,066	155,926	2,240,992
Employee benefits	40,992	171,567	229,255	12,321	46,462	102,654	111,668	30,080	34,558	779,557	58,567	838,124
Payroll taxes	99	8,249	16,188	-	-	300	11,503	1,478	12,282	50,099	202,008	252,107
Contracted substitute staff	-	3,686	2,160	240,510	2,962,407	1,381,379	3,334	(463)	59,070	4,652,083	35	4,652,118
Client treatment services	35,005	301	76,460	755	25,247	30,234	18,440	-	186,442	186,442	(170)	186,272
Client therapies	18,064	64,183	197,281	3,295	12,593	18,318	81,071	12,538	9,163	416,506	167,312	583,818
Professional fees and consultants	-	450,401	-	-	892,365	2,732,788	-	-	-	4,075,554	-	4,075,554
Subcontractors	2,140	55,788	62,018	3,362	3,546	12,838	10,359	997	1,722	152,770	30,689	183,459
Staff development/training	-	48,592	102,176	-	2,640	9,270	64,562	12,345	9,681	249,266	1,694	250,960
Rent	-	32,442	28,526	2,201	8,012	15,110	15,211	3,839	10,894	125,008	9,537	134,545
Utilities	5,468	19,049	27,344	1,381	16,716	11,483	14,528	3,241	2,823	102,133	6,215	108,348
Building maintenance and repairs	3,651	29,296	27,518	917	4,205	5,747	17,392	4,811	13,125	106,662	5,257	111,919
Other occupancy costs	4,157	20,666	25,049	2,090	2,371	5,732	13,785	2,856	7,640	84,326	58,823	143,149
Office	2,936	14,315	13,412	993	3,547	3,457	7,620	1,240	7,014	53,668	11,991	65,659
Building/household	2,343	26,567	14,228	6,911	27,140	49,951	7,620	86	1,474	136,320	4,543	140,863
Client consumables	-	242	1,052	-	1,830	1,482	866	127	10	5,609	(9)	5,600
Medical	(329)	(235)	82,628	(257)	(2,655)	(6,935)	44,422	9,973	2,058	128,670	21,316	149,986
Equipment maintenance	15,229	72,763	47,820	4,956	13,628	35,953	19,738	4,242	1,743	216,073	43,700	259,773
Depreciation	108	632	227	72	295	245	63	12	10	1,664	1,162	2,826
Advertising	84	119	11,223	22	10	299	580	146	25	12,488	1,684	14,182
Printing	14,258	18,183	48,599	3,333	3,279	6,316	24,055	4,266	7,277	129,556	28,784	158,340
Telephone/communications	2,375	606	9,848	597	18	765	847	1,198	20,981	24,060	3,109	27,169
Postage/shipping	28,515	260,527	116,554	8,346	32,399	108,339	86,895	1,604	9,815	653,094	13,009	666,103
Transportation	11,583	53,563	(9,610)	89,253	24,388	126	33,804	6,032	24,653	195,156	7,341	202,497
Assistance to individuals	7,736	39,907	65,810	2,517	6,923	18,260	33,804	6,032	1,504	162,493	10,797	193,290
Insurance	18	830	11,004	6	90	41	6,113	1,095	175	19,372	65,402	84,774
Membership dues	1,278	8,339	5,234	321	1,528	2,688	2,782	1,076	4,719	27,945	2,270	30,215
Interest	56	335	2,716	561	48	131	515	94	36,886	41,342	12,443	53,785
Total expenses	869,742	4,170,441	4,988,019	600,208	4,737,494	6,150,215	2,430,111	597,080	689,634	25,212,944	2,078,921	27,291,865
Increase (decrease) in unrestricted net assets	\$ (103,057)	\$ (508,335)	\$ 736,783	\$ (138,731)	\$ 1,293,559	\$ 645,301	\$ 36,940	\$ (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 Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ (1,623,836)	\$ 8,341
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	400,356	259,773
Change in allowance for doubtful accounts	311,888	(117,412)
Decrease (increase) in		
Restricted cash	40,546	77,158
Accounts receivable, trade	621,558	(523,913)
Grants receivable	6,594	17
Prepaid expenses	91,384	45,228
Increase (decrease) in		
Accounts payable and accrued expenses	(170,926)	158,797
Refundable advances	(538,387)	(174,251)
Due to the State	-	(1,340,088)
Loan fund	<u>119</u>	<u>178</u>
Net cash used by operating activities	<u>(860,704)</u>	<u>(1,606,172)</u>
Cash flows from investing activities		
Acquisition of equipment	<u>(138,355)</u>	<u>(372,713)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	550,000	-
Principal payments on long-term borrowings	<u>(152,293)</u>	<u>(46,553)</u>
Net cash provided (used) by financing activities	<u>397,707</u>	<u>(46,553)</u>
Net decrease in cash and cash equivalents	<u>(601,352)</u>	<u>(2,025,438)</u>
Cash and cash equivalents, beginning of year	<u>1,688,233</u>	<u>3,713,671</u>
Cash and cash equivalents, end of year	<u>\$ 1,086,881</u>	<u>\$ 1,688,233</u>
Supplemental disclosures		
Noncash transaction - Acquisition of equipment in exchange for note payable	<u>\$ -</u>	<u>\$ 175,000</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, 2015 and 2014

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>2015</u>	<u>2014</u>
Funds received	\$ 23,601	\$ 29,546
Funds disbursed	<u>17,224</u>	<u>27,315</u>
	<u>\$ 6,377</u>	<u>\$ 2,231</u>

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

Funds received	\$ 278,765
Funds disbursed	<u>202,574</u>
	<u>\$ 76,191</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

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

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

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

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, 2015 and 2014, 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, 2015 and 2014

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, 2015 and 2014.

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, 2015 and 2014, allowances were recorded in the amount of \$465,000 and \$153,112, 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

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

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

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.

Functional Allocation of Expenses

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

Risks and Uncertainties

As shown in the accompanying consolidated financial statements, the Organization incurred a decrease in net assets of \$1,623,836 during the year ended June 30, 2015. In response to this factor, as well as other uncertainties facing the Organization, management has developed a strategic plan to maximize the Organization's operations. The ability for the Organization to continue as a going concern is dependent on management's ability to achieve the financial results outlined in the strategic plan.

Reclassification

Certain amounts in the 2014 consolidated financial statements have been reclassified to conform to the current year's presentation.

2. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2015 and 2014, the Organization held cash totaling \$89,115 and \$88,996, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2015 and 2014, the Organization held cash totaling \$29,815 and \$43,258, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

The Organization has a self-funded insurance policy and, correspondingly, a health reimbursement account to pay for a portion of employee's medical expenses. As of June 30, 2015 and 2014, total cash restricted for this use was \$1,710 and \$28,932, respectively.

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

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,562,119	1,562,119
Vehicles	710,696	763,129
Equipment and furniture	<u>2,784,032</u>	<u>2,630,981</u>
	6,916,740	6,816,122
Less accumulated depreciation	<u>4,737,719</u>	<u>4,375,100</u>
	<u>\$ 2,179,021</u>	<u>\$ 2,441,022</u>

4. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 4.25% at June 30, 2015 and 2014. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2015 and 2014, 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, 2015 and 2014

5. Notes Payable

Notes payable consisted of the following:

	<u>2015</u>	<u>2014</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 (NHHEFA).	\$ 116,549	\$ 124,857
Note payable to a bank, payable in monthly installments of \$2,272, including interest at 4.15%, 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 NHHEFA.	256,784	272,871
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment.	136,695	169,619
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 NHHEFA.	257,123	275,437
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	<u>473,340</u>	<u>-</u>
	<u>\$ 1,240,491</u>	<u>\$ 842,784</u>

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

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

The scheduled maturities of long term debt are as follows:

2016	\$ 530,000
2017	162,000
2018	369,000
2019	148,000
2020	<u>31,491</u>
	<u>\$ 1,240,491</u>

Cash paid for interest approximates interest expense.

6. **Temporarily Restricted Net Assets**

At June 30, 2015 and 2014, temporarily restricted net assets were \$17,891 and \$44,100, 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.

7. **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 \$305,250 in 2015 and \$250,960 in 2014.

Future minimum operating lease payments are as follows:

	<u>Total</u>
2016	\$ 308,453
2017	252,780
2018	<u>160,060</u>
	<u>\$ 721,293</u>

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

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

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, 2015 and 2014, the Organization has accrued approximately \$296,000 and \$165,000, 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.

8. Concentrations

For the years ended June 30, 2015 and 2014, approximately 85%, 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 as follows:

	<u>2015</u>	<u>2014</u>
Developmental Services	\$ 1,310,859	\$ 1,685,928
Behavioral Health Services	<u>353,377</u>	<u>874,971</u>
	<u>\$ 1,664,236</u>	<u>\$ 2,560,899</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, 2015 and 2014

9. 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, 2015 and 2014 were \$266,313 and \$233,038, respectively. The total expense for the years ended June 30, 2015 and 2014 for the Developmental Services division was \$136,560 and \$109,548, respectively, and for the Behavioral Health Services division was \$129,753 and \$123,490, respectively.

10. 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, 2015, which is the date that the consolidated financial statements were available to be issued.

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

Consolidating Statements of Financial Position

June 30, 2015 and 2014

	2015					2014				
	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	\$ 368,074	\$ 642,605	\$ 10,011	\$ 76,191	\$ 1,086,881	\$ 875,604	\$ 734,491	\$ 7,228	\$ 70,910	\$ 1,688,233
Restricted cash	119,785	855	-	-	120,640	146,720	14,466	-	-	161,186
Accounts receivable, net of allowance for doubtful accounts	1,513,590	1,302,006	35	(754,280)	2,061,351	1,869,791	1,303,864	13	-	2,984,797
Grants receivable	10,037	89,878	-	-	99,915	41,773	64,736	-	-	106,509
Prepaid expenses	71,133	71,130	-	-	142,263	131,822	101,825	-	-	233,647
Interest in net assets of subsidiaries	75,576	-	-	(75,576)	-	68,819	-	-	-	(68,819)
Property and equipment, net	1,718,327	460,694	-	-	2,179,021	1,916,867	524,135	-	-	2,441,002
Total assets	\$ 3,866,522	\$ 2,567,168	\$ 10,046	\$ 76,191	\$ 5,690,071	\$ 5,051,416	\$ 2,743,517	\$ 7,241	\$ 70,910	\$ 7,625,394
LIABILITIES AND NET ASSETS (DEFICIT)										
Liabilities										
Accounts payable and accrued expenses	\$ 2,250,456	\$ 482,595	\$ 10,660	\$ -	\$ 1,989,421	\$ 1,889,223	\$ 440,663	\$ 8,236	\$ 1,096	\$ 2,160,347
Refundable advances	161,165	88,352	-	(754,280)	249,517	440,201	347,703	-	-	787,904
Loan fund	89,115	-	-	-	89,115	88,996	-	-	-	88,996
Notes payable	983,368	257,123	-	-	1,240,491	567,347	275,437	-	-	842,784
Total liabilities	3,484,104	828,060	10,660	(754,280)	3,568,544	2,985,767	1,063,803	8,236	1,096	3,880,031
Net assets (deficit)										
Unrestricted	364,527	1,739,108	(614)	76,191	2,103,636	2,021,549	1,679,714	(995)	69,814	3,701,263
Temporarily restricted	17,891	-	-	-	17,891	44,100	-	-	-	44,100
Total net assets (deficit)	382,418	1,739,108	(614)	76,191	2,121,527	2,065,649	1,679,714	(995)	69,814	3,745,363
Total liabilities and net assets (deficit)	\$ 3,866,522	\$ 2,567,168	\$ 10,046	\$ 76,191	\$ 5,690,071	\$ 5,051,416	\$ 2,743,517	\$ 7,241	\$ 70,910	\$ 7,625,394

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

Consolidating Statements of Activities

Years Ended June 30, 2015 and 2014

	2015					2014				
	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	\$ 16,796,823	\$ 6,682,480	\$ -	\$ -	\$ 23,479,303	\$ 17,005,812	\$ 6,298,215	\$ -	\$ -	\$ 23,304,027
Medicaid revenue	-	196,145	-	-	196,145	-	229,854	-	-	229,854
Medicare revenue	-	335,289	-	-	335,289	-	380,399	-	-	380,399
Client resources	1,146,464	768,907	-	-	1,915,371	1,110,313	481,416	-	-	1,591,729
Contract revenue	310,837	525,464	-	-	836,301	481,416	322,663	-	-	804,079
Grant income	148,856	49	-	-	148,905	142,462	522	-	-	142,984
Interest income	-	-	-	-	-	-	-	-	-	-
Other program income	105,846	2,991	-	-	108,837	62,145	-	-	-	62,145
Public support	41,142	219,817	-	23,601	284,560	42,453	1,292	29,546	-	44,741
Other revenue	277,287	-	-	(99,366)	177,921	167,559	324,463	-	(120,740)	371,272
Total public support and revenue	18,827,255	8,729,142	92,990	23,601	27,573,622	19,012,160	8,259,007	118,509	29,546	27,298,482
Net assets released from restrictions	31,573	-	-	-	31,573	27,933	-	-	-	27,933
Total public support, revenue and reclassifications	18,858,828	8,729,142	92,990	23,601	27,605,195	19,040,093	8,259,007	118,509	29,546	27,326,415
Expenses										
Program services										
Case management	943,225	-	-	-	943,225	869,742	-	-	-	869,742
Day programs and community support	4,069,355	335,932	-	-	4,405,287	3,897,948	272,493	-	-	4,170,441
Early support services and youth and family	1,109,341	2,303,408	-	-	3,412,749	940,167	4,027,852	-	-	4,968,019
Family support	579,621	-	-	-	579,621	600,208	-	-	-	600,208
Residential services	5,023,498	-	-	-	5,023,498	4,737,494	-	-	-	4,737,494
Committed residential, day and consolidated services	6,972,601	-	-	-	6,972,601	6,150,215	-	-	-	6,150,215
Medical services	-	-	-	-	-	-	-	-	-	-
Adult services	309,285	3,406,906	-	-	3,716,191	238,087	2,192,024	-	-	2,430,111
Emergency services	-	620,806	-	-	620,806	-	597,080	-	-	597,080
Other	268,439	557,177	-	(92,609)	732,997	275,652	386,667	27,315	(115,900)	689,634
Total program expenses	19,275,365	7,224,229	92,609	17,224	26,516,818	17,709,513	7,476,116	115,900	27,315	25,212,944
Supporting services										
General management	1,240,485	1,445,519	-	-	2,686,004	1,298,350	780,571	-	-	2,078,921
Total expenses	20,515,850	8,669,748	92,609	17,224	29,295,422	19,007,863	8,256,687	115,900	27,315	27,291,865
Total change in unrestricted net assets (deficit)	(1,657,022)	59,394	381	6,377	(1,597,627)	32,230	2,320	2,609	2,231	34,550
Changes in temporarily restricted net assets										
United Way allocation	5,364	-	-	-	5,364	1,724	-	-	-	1,724
Net assets released from restrictions	(31,573)	-	-	-	(31,573)	(27,933)	-	-	-	(27,933)
Total change in temporarily restricted net assets	(26,209)	-	-	-	(26,209)	(26,209)	-	-	-	(26,209)
Total change in net assets (deficit)	(1,683,231)	59,394	381	6,377	(1,623,836)	6,021	2,320	2,609	2,231	8,341
Net assets (deficit), beginning of year	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
Net assets (deficit), end of year	382,418	1,739,108	(614)	76,191	2,121,527	2,065,649	1,679,714	(995)	69,814	3,745,363



Community Partners BOARD OF DIRECTORS 2016-2017

PRESIDENT

Chris Roundy (Joined 06/26/2007)

TREASURER

Matthew Sylvia (Joined 12/19/2006)

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Kerri Larkin (C) Joined 11/23/10)	Tracy Hayes (Joined 12/15/15)	

(C) = Consumer

BRIAN J. COLLINS

Summary:

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

Experience:

1995 - Present

Executive Director

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

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

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

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

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

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

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

1989 - 1995

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

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

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

1985 - 1989

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

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

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

Brian Collins

Page 3

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

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

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

Education:

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

Advisory Boards:

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

Memberships:

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

Kathleen Stocker



Accomplishments

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

Business Experience

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

Chief Financial Officer 2001 – Present

Controller 2000 - 2001

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

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

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

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

1990 – 1993 Schirm Associates, Waltham, Massachusetts

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

Schirm Associates continued

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

1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire

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

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

1977 – 1988 Spaulding Composites, Rochester, New Hampshire

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

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

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

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

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

Education

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

Pamela S. Dushan

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.*

Sofia A. Hyatt



EXPERIENCE

-
- 2/2014 - present** **Community Partners** **Dover, NH**
Behavioral Health and Developmental Services of Strafford County
- 9/2015 - present** *Developmental Services Case Management Supervisor*
- Provide day to day supervision and support to a team of adult services case managers overseeing the care of over 300 clients with Developmental and/or Intellectual Disabilities, Acquired Brain Disorders, Brain Injuries, Autism Spectrum Disorders and/or other qualifying diagnoses
 - Assisting with case specific questions, general care coordination and ensuring compliance with NH State Regulations
 - Attend and participate in statewide trainings and service coordination initiatives
 - Participate in weekly interdepartmental operations meetings to triage emergent client needs and systemic issues
 - Review, edit and approve Individual Service Agreements adhering to the NH State Regulations
 - Manage departmental staffing including the hiring and training of new team members
- 7/2015 - present** *Clinical Risk Management Coordinator*
- Co-facilitate biweekly local Risk Management Committee meetings to monitor clients identified as having elevated levels of risk to ensure treatment compliance, progress, target behaviors and clinical concerns
 - Trained author and presenter of Risk Management Plans; utilize Comprehensive Risk Assessments to develop and author Risk Management Plans to ensure that assessment recommendations are being followed and best practices are used
 - Participate in ongoing risk management training and provide internal trainings
 - Participate in monthly Community of Practice and Statewide Risk Management meetings
- 2/2014 - 9/2015** *Developmental Services Case Manager*
- Managed and advocated for a caseload of 28+ clients with Developmental and/or Intellectual Disabilities and/or Acquired Brain Disorders and concurrent mental health issues
 - Verified benefit eligibility for programs such as: Medicaid, Medicare, TANF and Food Stamps; ensured continuity of benefits
 - Served as a liaison between clients, vendors, community organizations and established service providers
 - Identified and developed person centered SMART goals and objectives; supervised and documented measured progress
 - Organized and facilitated annual Individual Service Agreement (ISA) meetings and follow-up team meetings
 - Co-facilitated a monthly group for female consumers focused on empowerment, social growth and education on various topics as selected by participants
- 1/2015 - 9/2015** *Participant Directed and Managed Services (PDMS) Account Manager*
- Served as an Account Manager during a family's transition from Traditional Adult Services to the PDMS program to ensure continuity of care
 - Assisted client and family with development of a unique service agreement tailored to fit a diverse set of needs
 - Collected and monitored timesheets, payroll information and assisted family with appropriate allocation of Medicaid budget

Sofia A. Hyatt

- 7/2012 – 12/2013 **Great Bay Services** **Newington, NH**
Young Adults Coordinator; Direct Support Professional
- Built program for young adults catering to the needs of clients after they transitioned into adult services
 - Established relationships with community organizations to increase social capital
 - Provided opportunities for participants to increase self-advocacy and independence by promoting personal growth and development
- 2012 **Old Colony YMCA - Family Based Services Program** **Brockton, MA**
Intensive Adolescent Support Program (S.P.A.R.K.S) Intern
- Assisted in the development of curriculum for involved at-risk youth
 - Coordinated and implement daily activities; encouraged the youth and monitor their progress
 - Provided youth with a positive role model and productive environment
- 2011 **DiscoverSevilla Excursions & LEAPAbroad Study Abroad Provider** **Sevilla, Spain**
Program Intern
- Quickly gained trust from Spanish company owners and worked as an integral member of their established travel team and newly formed study abroad program; assisted with marketing and development of promotional materials
 - Contributed to the development of newly established study abroad team

EDUCATION

- 2008 - 2012 **Stonehill College, Class of 2012** **Easton, MA**
Bachelor of Arts Degree, Cum Laude
AKD International Sociology Honor Society/Sigma Delta Pi Spanish Honor Society
Major: Sociology; concentration in Youth & Family Services
Minor: Spanish
- 2011 **Pablo de Olavide University, Semester Abroad** **Sevilla, Spain**
- 2004 - 2008 **Phillips Exeter Academy, Class of 2008** **Exeter, NH**

TRAININGS AND AWARDS

- 2014 - present **Community Partners** **Dover, NH**
Facilitator of Developmental Services introductory training: Teaching about Sexuality Issues
- Provide newly hired Developmental Services employees with an overview of sexuality issues including appropriate boundaries and mandated reporting guidelines
- SMART Goals Trainer*
- Develop and facilitate trainings on SMART Goals and objectives for internal and vendor programs
- Case Manager of the Month: July 2014*
- Nominated by peers and supervisors as the Case Manager of the month for involvement in numerous complex cases
- 4/2015 **Person Centered Dynamic Risk Manageability Training**
- Completed risk management plan author training with John Finn, MC, BCFE, President of Forensic Specialists

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: Community Partners

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

BUDGET PERIOD:		SFY 17 (7/1/16 - 6/30/17)		
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 (50% of salary)	\$92,500	0.00%	100.00%	\$0.00
Kathleen Stocker, CFO (44% of salary)	\$44,612	0.00%	100.00%	\$0.00
Pam Dushan, Director of Case Mgt	\$66,950	0.00%	100.00%	\$0.00
Sofia Hyatt, Supervisor of Case Mgt	\$42,000	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
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: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-04)

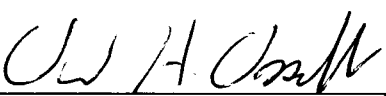
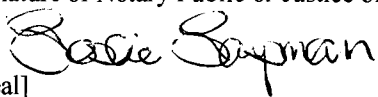
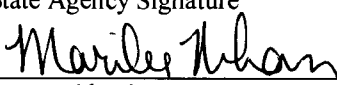
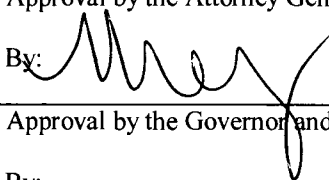
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Bridges		1.4 Contractor Address 525 Clinton Street Bow, NH 03304-4609	
1.5 Contractor Phone Number 603-226-3212 Ext233	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,106,935
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David H. Ossoff - President, BOD	
1.13 Acknowledgement: State of NH , County of MERRIMACK On 6/8/16 , 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 <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Leslie M Lampman Notary Public, State of New Hampshire My Commission Expires February 20, 2018 </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marilee Nihan Deputy 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) (if applicable) By:  Megan A. Kelly Attorney On: 6/12/14			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

1. 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 and/or Employment 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 Community Participation 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)
	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



Exhibit A

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 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, shall be the Effective Date, that is, July 1, 2016, 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

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.

2.11. No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services



Exhibit A

from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

- 2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:
 - 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
 - 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
 - 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
 - 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. WORKFORCE DEVELOPMENT

- 2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:
 - 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
 - 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
 - 2.12.1.3. Implement the Plan;
 - 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-mrg>

D.J.

6/8/16



Exhibit A

- 2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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 and/or Employment 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 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.

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	505	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.
- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.



Exhibit A –1

- 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
- 3.8.2. All staff will have current individualized professional development plans updated at least annually.
- 3.8.3. All staff will have training at least annually in procedural safeguards.
- 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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, F02

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.



Exhibit A –1

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 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.

C. J.

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Exhibit A –1

- 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,
 - 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.



Exhibit A –1

- 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 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 Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.

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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 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 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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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	80	98293
Community Participation Services	CBI	D01	Day	13	50886
	CBI	D15	SEP	42	34756
	CBI	R10	Day	2	11544
	ESS	D07	Day	17	80505
	GSIL	D09	Day	1	4192
	ISN	D12	Day	13	56096
	Lifeshare	D16	Day	3	13591
	LSS	D08	Day	8	34281
	WOU	D10	Day	9	43284
In Home Support Services	CBI	I99	In Home Supports	51	626
Residences Which May Also Provide Community Participation Services	Advocates	C17	Day	1	3208
	Advocates	C17	Residential	1	246
	Becket	C37	Day	1	4080
	Becket	C37	Residential	1	251
	CBI	C01	Day	54	221431
	CBI	C01	Residential	56	15260
	CMC	C15	Day	2	9924
	CMC	C15	Residential	2	593
	CRJ	C06	Day	1	3859
	CRJ	C06	Residential	1	330
	ESS	C07	Day	29	143364
	ESS	C07	Residential	28	7719
	GBC	C10	Day	3	12919
	GBC	C10	Residential	4	1105
	IPP	C03	Day	10	48098
	IPP	C03	Residential	9	2569
	ISN	C05	Day	21	90113
	ISN	C05	Residential	21	5212
	Living	C19	Day	1	2337
	Living	C19	Residential	2	514
	LSS	C08	Day	5	18040
	LSS	C08	Residential	5	996
	Pathways	C34	Day	4	17516

Exhibit A-2 Community Bridges

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	Pathways	C34	Residential	4	966
	Robin Hill	C12	Residential	1	280
	Rose	C14	Residential	2	645
	RRI	C04	Day	6	26431
	RRI	C04	Residential	7	1714
	Siddharth	C21	Day	7	33549
	Siddharth	C21	Residential	7	2033
Residential Services					
	Becket	R37	Residential	1	274
	BROCK	R03	Residential	3	821
	CBI	R10	Residential	21	5577
	ESS	R07	Residential	1	318
	IPP	R02	Residential	9	2589
	Lifeshare	R26	Residential	2	184
	Neuro	R16	Residential	2	636
	NeuroInternational	R36	Residential	1	320
Services to Persons With Acquired Brain Disorders					
	CBI	C01	Day	7	23883
	CBI	C01	Residential	7	1926
	ESS	C07	Day	3	7645
	ESS	C07	Residential	3	889
	ISN	C05	Day	1	3856
	ISN	C05	Residential	1	250
	Living	C19	Day	1	2950
	Living	C19	Residential	1	302
	LSS	C08	Day	1	5452
	LSS	C08	Residential	1	246
	Robin Hill	C12	Residential	7	2253
	Rose	C14	Residential	3	889
	RRI	C04	Day	1	2867
	RRI	C04	Residential	1	310
	ESS	D07	Day	1	4508
	ISN	D12	Day	2	5752
	CBI	I02	Consolidated Services	6	72
	CBI	R10	Residential	1	351
	ESS	R07	Residential	1	297
	Neuro	R16	Residential	4	1156
Participant Directed and Managed Services					
	CBI	I02	Consolidated Services	103	1224



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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$210,271 – 19% 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. \$896,664 – 81 % 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.



- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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.
 - 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



Exhibit B

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



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 REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name: *Community Bridges*

6/8/16
Date

D. H. Ossoff
Name: *David H. Ossoff*
Title: *President - BOD*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

6/8/16
Date

David H. Ossoff
Name: David H. Ossoff
Title: President - BOD



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Community Bridges

6/8/16
Date

David H. Ossoff
Name: David H. Ossoff
Title: President - BOB



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

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

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

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

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

Exhibit G

Contractor Initials

O.O.

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

6/8/16



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

6/8/16
Date

David H. Ossoff
Name: David H. Ossoff
Title: President - BOD

Exhibit G

Contractor Initials D.O.

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

Date 6/8/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Community Bridges

6/8/16
Date

David H. Ossoff
Name: David H. Ossoff
Title: President - BOB



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

 The State
Mailee Nihan
 Signature of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative
6/13/16
 Date

Community Bridges
 Name of the Contractor
D. H. Ossoff
 Signature of Authorized Representative
David H. Ossoff
 Name of Authorized Representative
President - BOD
 Title of Authorized Representative
6/8/16
 Date



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

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

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

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

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

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

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

Contractor Name: Community Bridges

6/8/16
Date

David H. Osieff
Name: David H. Osieff
Title: President - BOB



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:

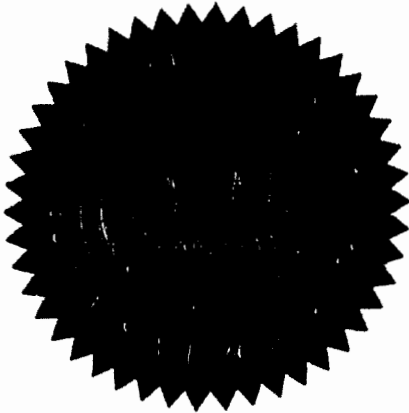
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

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 13th day of April A.D. 2016

William M. Gardner
Secretary of State

APR 15 2016

CERTIFICATE OF VOTE

I, Bradley Hosmer, 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 June 7, 2016.
(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 8th day of June, 2016.
(Date Contract Signed)

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

Bradley E Hosmer
(Signature of the Elected Officer)

BOARD TREASURER

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 9th day of June, 2016.

By Bradley Hosmer
(Name of Elected Officer of the Agency)

Tracey A. Lonergan
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

TRACEY A. LONERGAN, Notary Public
My Commission Expires May 8, 2019

Commission Expires: _____

Client#: 527344

COMMUBRI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2016

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).

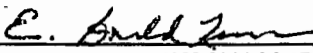
PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B: AMTRUST GROUP</td> <td>99999</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Company	23850	INSURER B: AMTRUST GROUP	99999	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Company	23850														
INSURER B: AMTRUST GROUP	99999														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Community Bridges 70 Pembroke Road Concord, NH 03301															

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 VVO	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:			PHPK1466827	03/18/2016	03/18/2017	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 type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			PHPK1466827	03/18/2016	03/18/2017	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 type="checkbox"/> RETENTION \$10000			PHUB533492	03/18/2016	03/18/2017	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/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3196284	03/18/2016	03/18/2017	PER STATUTE OTHER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate covers all operations usual and customary to the business of the insured.

CERTIFICATE HOLDER State of NH 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 
--	--



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.



P.A., Certified Public Accountants

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, 2015 and 2014, 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.

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 Community Bridges as of June 30, 2015 and 2014, 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.

Nashua, NH
December 28, 2015

John P. Kelly PA CPA

COMMUNITY BRIDGES
STATEMENTS OF FINANCIAL POSITION
June 30, 2015 and 2014

	2015	2014
ASSETS		
<u>CURRENT ASSETS</u>		
Cash and cash equivalents	\$ 2,441,510	\$ 195,074
Cash held for consumers under agency agreements	139,093	158,577
Accounts receivable, net of allowances of \$94,262 and \$65,492 for 2015 and 2014 respectively	1,862,921	2,886,104
Promises to give	21,247	22,500
Prepaid expenses	193,593	260,471
	<u>4,658,364</u>	<u>3,522,726</u>
 <u>PROPERTY & EQUIPMENT</u> , at cost, net of accumulated depreciation	 <u>3,384,779</u>	 <u>3,496,970</u>
	 <u>\$ 8,043,143</u>	 <u>\$ 7,019,696</u>
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current portion of long-term debt	\$ 130,241	\$ 112,769
Line of credit	1,600,000	800,000
Accounts payable	1,632,540	1,262,875
Deferred revenue	128,174	231,898
Accrued payroll and payroll taxes	323,801	239,804
Accrued vacation	374,453	383,777
Held for consumers under agency agreements	139,093	158,577
	<u>4,328,302</u>	<u>3,189,700</u>
 <u>LONG TERM DEBT</u> , net of current portion		
Notes payable	<u>1,057,860</u>	<u>1,115,240</u>
 <u>NET ASSETS</u>		
Unrestricted	2,609,989	2,671,684
Temporarily restricted	46,992	43,072
	<u>2,656,981</u>	<u>2,714,756</u>
	 <u>\$ 8,043,143</u>	 <u>\$ 7,019,696</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, 2015 and 2014

	2015		2014	
	UNRESTRICTED	TEMPORARILY RESTRICTED	UNRESTRICTED	TEMPORARILY RESTRICTED
	TOTAL	TOTAL	TOTAL	TOTAL
PUBLIC SUPPORT AND REVENUES				
Medicaid	\$ 30,911,058	\$ -	\$ 30,911,058	\$ -
State of NH - DHHS	687,814	-	687,814	-
United Way allocation	4,156	21,247	25,403	-
Third-party insurance	245,887	-	245,887	-
Interest	642	-	642	-
Other revenues	1,593,792	18,699	1,612,491	10,000
Net assets released from restrictions; Satisfaction of purpose restrictions	36,026	(36,026)	-	(42,629)
Total public support and revenue	33,479,375	3,920	33,483,295	(32,629)
			31,785,406	31,752,777
EXPENSES				
Program services:				
Case management	2,473,578	-	2,473,578	-
Family support	970,748	-	970,748	-
Respite care	203,360	-	203,360	-
Residential, day & combined	8,111,545	-	8,111,545	-
Independent living	744,974	-	744,974	-
Early intervention	1,710,218	-	1,710,218	-
Consolidated plans	3,415,514	-	3,415,514	-
Elderly	-	-	-	-
Residential services - subcontract	2,548,594	-	2,548,594	-
Combined day/residential - subcontract	8,047,248	-	8,047,248	-
Day & consolidated services - subcontract	1,533,317	-	1,533,317	-
Supporting services:				
General management	2,620,671	-	2,620,671	-
General management - subcontract	1,161,303	-	1,161,303	-
Total expenses	33,541,070	-	33,541,070	-
CHANGE IN NET ASSETS	(61,695)	3,920	(57,775)	(32,629)
NET ASSETS, BEGINNING OF YEAR	2,671,684	43,072	2,714,756	75,701
NET ASSETS, END OF YEAR	\$ 2,609,989	\$ 46,992	\$ 2,656,981	\$ 43,072
			\$ 2,671,684	\$ 2,714,756

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

COMMUNITY BRIDGES
STATEMENT OF FUNCTIONAL EXPENSES
 For The Year Ended June 30, 2015

	Case Management	Family Support	Respite Care	Residential, Day & Combined	Independent Living	Early Intervention	Consolidated Plans	Subcontract Residential Services	Subcontract Combined Day / Residential	Subcontract Day & Consolidated Services	General Management	Subcontract General Management	2015 Total
Salaries and wages	\$ 1,508,308	\$ 440,624	\$ 5,374	\$ 3,812,533	\$ 452,039	\$ 823,868	\$ 1,595,828	\$ -	\$ -	\$ -	\$ 1,250,566	\$ -	\$ 9,889,140
Employee benefits	241,076	80,917	202	1,336,873	158,632	225,604	329,111	-	-	-	258,923	-	2,631,338
Payroll taxes	113,301	35,151	442	244,221	37,874	62,891	124,329	-	-	-	94,048	-	712,257
Family business	-	-	-	-	-	9,805	171,145	-	-	-	2,935	-	171,145
Contracted substitute staff	-	-	-	-	-	-	-	-	-	-	-	-	12,740
Client treatment services	215,796	52,963	-	1,769,173	18,110	371,963	260,529	-	-	-	4,987	-	2,100,775
Client therapies	-	-	-	11,360	-	1,088	65,552	-	-	-	11,600	-	664,671
Accounting	-	-	-	-	-	-	3,321	-	-	-	4,987	-	9,396
Audit fees	-	-	-	-	-	-	-	-	-	-	11,600	-	11,600
Legal fees	-	-	-	-	-	-	-	-	-	-	49,723	-	49,723
Other professional fees and consultants	98,996	247	-	65,560	360	9,273	29,106	-	-	-	217,148	-	420,710
Subcontractors	29,454	-	-	38,569	-	135	127,555	2,185,009	7,956,738	1,522,132	-	1,161,303	12,952,872
Non-subcontractors	4,226	10,715	-	19,646	-	1,313	333,222	354,158	81,510	11,185	-	-	848,098
Staff development and training	69,467	58,958	-	50,896	-	41,411	28,650	-	-	-	13,495	-	50,409
Rent	13,819	-	-	36,005	-	9,469	9,469	-	-	-	67,966	-	317,348
Utilities	14,770	4,473	-	98,554	-	4,793	1,528	-	-	-	13,239	-	112,373
Building maintenance and repairs	3,996	-	-	816	-	-	-	427	-	-	-	-	138,568
Property taxes	-	-	-	25,530	-	-	-	-	-	-	-	-	3,996
Other occupancy costs	-	3,417	-	816	-	-	-	-	-	-	-	-	816
Office	11,909	1,863	-	50,477	-	6,515	2,721	-	-	-	31,099	-	80,691
Building/household	25,463	44	-	81,155	-	9,618	6,715	-	-	-	10,130	-	72,619
Client consumables	33	-	-	926	-	-	-	-	-	-	-	-	122,995
Medical	1,754	1,742	-	2,649	-	3,485	813	-	-	-	3,497	-	959
Equipment rental	233	242	-	1,862	-	484	639	-	-	-	95,333	-	13,940
Equipment maintenance	96	85	-	2,681	-	187	325	-	-	-	276,056	-	98,793
Depreciation	3,062	599	-	282	-	8,531	251	-	-	-	1,485	-	276,056
Advertising	4,184	2,980	-	15,982	-	5,490	973	-	-	-	5,085	-	4,859
Telephone/communications	3,142	2,735	-	4,167	-	5,262	1,321	-	-	-	13,269	-	17,810
Postage/shipping	20,015	32,734	-	268,307	-	75,359	181,374	-	-	-	6,457	-	42,878
Transportation	28,297	236,886	-	195,713	-	20,444	116,454	-	-	-	14,176	-	23,084
Assistance to individuals	4,306	1,717	127	46,207	-	3,202	8,713	-	-	-	-	-	670,668
Insurance	-	50	-	499	-	2,520	14,800	-	-	-	5,212	-	621,171
Membership dues	-	1,650	-	4,574	-	15,340	475	9,000	-	-	168,435	-	69,484
Other expenditures	49,444	-	-	-	-	-	-	-	9,000	-	-	-	23,676
TOTAL FUNCTIONAL EXPENSES	\$ 2,473,578	\$ 970,748	\$ 203,360	\$ 8,111,545	\$ 744,974	\$ 1,710,218	\$ 3,415,514	\$ 2,548,594	\$ 8,047,248	\$ 1,533,317	\$ 2,620,671	\$ 1,161,303	\$ 33,541,070

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 / Residential	Subcontract Day & Consolidated Services	General Management	Subcontract General Management	2014 Total
Salaries and wages	\$ 959,985	\$ 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	-	18,201	-	1,708,920	9,625	421,580	296,600	-	-	-	-	-	-	2,033,346
Client therapies	1,125	-	-	189,837	-	2,449	54,156	-	-	-	-	6,800	-	686,698
Accounting	-	-	-	-	-	-	5,682	-	-	-	-	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	24,248	-	-	-	-	90	78,955	-	2,433,131	7,256,974	1,626,900	-	1,112,717	526,672
Non-subcontractors	7,958	-	-	-	-	-	304,480	947	148,576	56,509	-	26,074	-	98,413
Staff development and training	14,325	8,260	25	38,217	-	6,515	4,050	1,910	-	-	-	109,216	-	342,292
Rent	50,519	50,460	-	75,656	-	50,343	4,188	1,910	-	-	-	-	-	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	-	(1,717)
Property taxes	-	-	-	(1,717)	-	-	-	-	-	-	-	-	-	816
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	-	38,934	-	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	\$ 2,399,758	\$ 1,112,717	\$ 31,088,199

The Accompanying Notes Are An Integral Part
 Of These Financial Statements

COMMUNITY BRIDGES
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2015 and 2014

	2015	2014
CASH FLOWS PROVIDED BY (USED IN)		
OPERATING ACTIVITIES		
Cash received from support and revenue	\$ 34,310,078	\$ 30,048,283
Cash paid to suppliers and employees	(32,652,910)	(31,741,663)
Interest received	642	1,430
Interest paid	(100,888)	(53,605)
	<u>1,556,922</u>	<u>(1,745,555)</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
CASH FLOWS PROVIDED BY (USED IN)		
INVESTING ACTIVITIES		
Proceeds on sales of assets	127,848	-
Purchases of property and equipment	(198,426)	(2,116,844)
	<u>(70,578)</u>	<u>(2,116,844)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS PROVIDED BY (USED IN)		
FINANCING ACTIVITIES		
Proceeds from line of credit, net	800,000	800,000
Proceeds from bank financing	82,000	490,783
Principal payments on debt	(121,908)	(100,415)
	<u>760,092</u>	<u>1,190,368</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES		
NET INCREASE (DECREASE) IN CASH	2,246,436	(2,672,031)
CASH, Beginning of Year	<u>195,074</u>	<u>2,867,105</u>
CASH, End of Year	<u>\$ 2,441,510</u>	<u>\$ 195,074</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET		
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:		
Change in net assets	\$ (57,775)	\$ 664,578
Adjustments:		
Depreciation	276,056	205,738
Gain on sales of assets	(93,287)	-
	<u>182,769</u>	<u>205,738</u>
Change in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	1,023,183	(1,075,444)
Promises to give	1,253	(4,000)
Prepaid expenses	66,878	(75,918)
Increase (decrease) in:		
Accounts payable	369,665	(984,922)
Deferred revenue	(103,724)	(623,620)
Accrued payroll	83,997	83,798
Accrued vacation	(9,324)	64,235
	<u>\$ 1,556,922</u>	<u>\$ (1,745,555)</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, 2015 and 2014

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, 2015 and 2014.

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, 2015 and 2014

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, 2015 and 2014 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, 2015 and 2014

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 2012 through 2015. 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 \$94,262 and \$64,492 was required at June 30, 2015 and 2014 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, 2015 and 2014

NOTE B. PROPERTY AND EQUIPMENT

Property and equipment consists of the following at June 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Land	\$ 614,299	\$ 622,099
Building and improvements	3,175,160	2,855,297
Equipment and furniture	1,093,207	1,043,642
Vehicles	616,391	600,260
Progress payments	<u>23,532</u>	<u>372,966</u>
	5,522,589	5,494,264
Less accumulated depreciation	<u>2,137,810</u>	<u>1,997,294</u>
	<u>\$ 3,384,779</u>	<u>\$ 3,496,970</u>

NOTE C. CONCENTRATIONS OF RISK

The Agency received 92% and 89% of its funding from Medicaid for the years ended June 30, 2015 and 2014, respectively. Additionally, 82% and 94% of the June 30, 2015 and 2014 net accounts receivable balance was due from Medicaid respectively.

At June 30, 2015 and 2014, the Agency had \$3,047,348 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 was \$297,355 per annum. The lease amount increases annually up to \$341,614 for year six.

The Agency entered into a tenancy lease on behalf of a consumer. The 12 month lease began in March 2015 and contains an auto-renew provision. Total facilities rental expenses, including rent payments for consumers, was \$317,348 and \$342,292 for the year ended June 30, 2015 and 2014, respectively.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2015 and 2014

NOTE D. OPERATING LEASES (Continued)

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 at \$962 per month pursuant to the terms of a 63 month lease which began May 2013.

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

<u>Year Ending June 30,</u>	<u>Amount</u>
2016	\$ 338,360
2017	\$ 332,163
2018	\$ 341,064
2019	\$ 340,521
2020	\$ 113,871

NOTE E. LINE OF CREDIT

The Agency has established a \$1,600,000 working capital line of credit with a local bank. 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, 2015 and 2014 was \$1,600,000 and \$800,000, respectively.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2015 and 2014

NOTE F. NOTES PAYABLE TO BANK

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

	<u>2015</u>	<u>2014</u>
6.84% mortgage note payable bank, monthly installments of \$972 of principal and interest, through December 2022, secured by land and building	\$ 68,354	\$ 75,100
1.0% note payable state public agency, monthly installments of \$863 of principal and interest, through September 2014, secured by vehicles	-	2,586
6.9% mortgage note payable bank, monthly installments of \$1,291 of principal and interest, through September 2040, secured by land and building	184,978	187,617
Variable-rate mortgage note payable bank, secured by land 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, 2015 and 2014 the interest rate was 3.14%, with monthly installments of \$479	55,553	59,476
6.52% mortgage note payable bank, monthly installments of \$1,322 of principal and interest, through February 2025, secured by land and building	113,533	121,707
6.24% note payable bank, monthly installments of \$1,817 of principal and interest, through April 2027, secured by land and building	182,080	192,182
2.95% note payable bank, monthly installments of \$1,940 of principal and interest, through January 2018, secured by vehicle	57,804	79,018

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2015 and 2014

NOTE F. NOTES PAYABLE TO BANK (Continued)

	2015	2014
1% note payable state public agency, monthly installments of \$1,111 of principal and interest, through July 2017, secured by a vehicle	27,488	40,476
2% note payable state public agency, monthly installments of \$679 of principal and interest, through October 2020, secured by land and building	42,430	48,172
No interest note payable state public agency, Agency only required to repay if the property is sold. Secured by land and building	62,031	62,031
3% note payable state public agency, monthly installments of \$746 of principal and interest, through April 2020, secured by land and building	40,198	47,823
1% note payable state public agency, monthly installments of \$1,709 of principal and interest, through December 2018, secured by land and building	70,523	90,223
5.77% note payable bank, monthly installments Of \$1,863 of principal and interest, through March 2029, secured by land and building	211,767	221,598
1% note payable state public agency, monthly installments of \$991 of principal and interest, through July 2019, secured by a vehicle	48,534	-
1% note payable state public agency, monthly installments of \$410 of principal and interest, through March 2020	22,828	-
	1,188,101	1,228,009
Less current portion	(130,241)	(112,769)
	\$ 1,057,860	\$ 1,115,240

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2015 and 2014

NOTE F. NOTES PAYABLE TO BANK (Continued)

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

2016	\$ 130,241
2017	134,508
2018	116,944
2019	95,999
2020	76,918
Thereafter	<u>633,491</u>
	<u>\$ 1,188,101</u>

NOTE G. DEFERRED REVENUE

Deferred revenue consists of the following at June 30:

	<u>2015</u>	<u>2014</u>
Family Support funding in excess of expenditures	\$ 42,295	\$ 136,295
START Center	10,616	-
Bureau of Developmental Services	<u>75,263</u>	<u>95,603</u>
	<u>\$ 128,174</u>	<u>\$ 231,898</u>

NOTE H. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes or periods at June 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
United way	\$ 21,247	\$ -
Employee wellness	13,450	18,022
Competency and credentialing system	8,699	21,454
Autism grant	<u>3,596</u>	<u>3,596</u>
	<u>\$ 46,992</u>	<u>\$ 43,072</u>

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2015 and 2014

NOTE I. 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 J. 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, 2015 and 2014, 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, 2015 and 2014, based on current borrowing rates for loans with similar maturities.

NOTE K. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through December 28, 2015, the date that the financial statements were available to be issued.

**COMMUNITY BRIDGES BOARD OF DIRECTORS
2015-2016**

Name: David Ossoff	Title: President
Street: [REDACTED]	Occupation: Owner, Endicott Trading Corp.
City, state, zip: [REDACTED]	Phone: [REDACTED]
Email: [REDACTED]	Phone: [REDACTED]
Member since: [REDACTED]	Term expires: [REDACTED]
Name: Kristin Phillips - Consumer	Title: Vice President
Street: [REDACTED]	Occupation: Owner, Smith-Phillips Strategic Communications
City, state, zip: [REDACTED]	Phone: [REDACTED]
Email: [REDACTED]	Phone: [REDACTED]
Member since: [REDACTED]	Term expires: [REDACTED]
Name: Bradley Hosmer	Title: Treasurer
Street: [REDACTED]	Occupation: Owner/President, Beta Consulting Group
City, state, zip: [REDACTED]	Phone: [REDACTED]
Email: bradley.[REDACTED]	Phone: [REDACTED]
Member since: [REDACTED]	Term expires: [REDACTED]
Name: Bob Quinn	Title: Secretary
Street: [REDACTED]	Occupation: Gov. Affairs Director, NH Association of Realtors
City, state, zip: [REDACTED]	Phone: [REDACTED]
Email: [REDACTED]	Phone: [REDACTED]
Member since: [REDACTED]	Term expires: [REDACTED]
Name: Alice Young - Consumer	Title:
Street: [REDACTED]	Occupation: Insurance Professional
City, state, zip: [REDACTED]	Phone: [REDACTED]
Email: [REDACTED]	Phone: [REDACTED]
Member since: [REDACTED]	Term expires: [REDACTED]
Name: Betsy McNamara - Consumer	Title:
Street: [REDACTED]	Occupation: Principal, Full Circle Consulting
City, state, zip: [REDACTED]	Phone: [REDACTED]
Email: [REDACTED]	Phone: [REDACTED]
Member since: [REDACTED]	Term expires: [REDACTED]

Name: Elizabeth Bornstein - Consumer		Title:
Street:	[REDACTED]	Occupation:
City, state, zip:	[REDACTED]	Phone:
Email:	[REDACTED]	Phone:
Member since:	[REDACTED]	Term expires:
Name: Frank Davis		Title:
Street:	[REDACTED]	Occupation: Retired Teacher, State Rep.
City, state, zip:	[REDACTED]	Phone:
Email:	[REDACTED]	Phone:
Member since:	[REDACTED]	Term expires:
Name: Glenn Stuart - Consumer		Title:
Street:	[REDACTED]	Occupation: Professor - Theatre Dept.
City, state, zip:	[REDACTED]	Phone:
Email:	[REDACTED]	Phone:
Member since:	[REDACTED]	Term expires:
Name: Stephany Wilson - Consumer		Title:
Street:	[REDACTED]	Occupation: Owner, CADAventure
City, state, zip:	[REDACTED]	Phone:
Email:	[REDACTED]	Phone:
Member since:	[REDACTED]	Term expires:
Name: William Cohen		Title:
Street:	[REDACTED]	Occupation: Business & Financial Consultant
City, state, zip:	[REDACTED]	Phone:
Email:	[REDACTED]	Phone:
Member since:	[REDACTED]	Term expires:

RICHARD ROYSE

BUSINESS EXPERIENCE:

NORTHERN CALIFORNIA IN ALLIANCE

Sacramento, CA
03/2014 – Present

Executive Director

- Provided transition executive leadership for rapidly growing organization serving 8 counties, with 480 staff that had no succession plan with several key executive staff who had or were scheduled to retire over two year period.
- Accomplishments Include merger of supported and independent living services, significant expansion (\$1.7M) of community training programs, selection and implementation of staff for key roles throughout organization, creation of a leadership team succession plan and an on-going leadership development process, \$2M expansion of services, creation of new on-boarding and staff development program, complete overhaul of the IT Infrastructure and Therap data base system.

EAST MIDDLESEX ARC

Wakefield, MA
04/2012 – 12/2013

Executive Director

- Executive turn around management for organization with 280 staff serving families in 5 counties taking corrective action throughout residential, day & employment services.
- Created inter-departmental team culture focused on providing maximum benefit for people and families served. Significantly expanded Family Support and School to Work transition services.
- Addressed years of deferred maintenance, tripled HUD rent subsidies funding and obtained \$660K HUD commitment for capital improvements.
- Realigned business model in anticipation of impact from CMS and State regulatory changes.

CONSULTING SERVICES

Northvale, NJ
01/2011 – 03/2012

- While caring for family member created a Management consulting firm with major focus on the evolution of federal and state policies (primarily CMS – Duals, Managed Care Models, Supported Employment, Community Integration, etc.) as well as blending capital and operating funding sources, Person Centered Planning and staff development.

NEW HOPE COMMUNITY

Loch Sheldrake, NY

01/2010 – 12/2010

Executive Director

- Left this position due to family emergency that required our return to New Jersey
- Executive Director overseeing agency operations of \$32 million nonprofit with 500+ staff in 30+ locations serving people in a wide array of housing and supported service options.
- Restructure management team and operations to a solid participatory management operation with proven quality assurance oversight structure.
- Helped people to move to affordable housing of their choice, strengthened community relations and support.

New Concepts,

Rochelle Park, NJ

04/1997 – 12/2009

Executive Director

- Successful turnaround of nonprofit, restoring fiscal and operational stability.
- At the time of my arrival the annual audit was 2+ years overdue, Union election was held a year prior with no progress in negotiations, and major litigation.
- Corrective action included timely completion of Chapter 11 reorganization, creation of internal controls and a transparent accountability process, Board development; reestablish consumer, family, public and donor relations, successful union Collective Bargaining negotiations and ongoing relations.

Additional job experience - 9 years as Associate Executive Director of agency serving people in 3 counties & 3 years as Executive Director of Statewide Advocacy Agency.

ALLIANCE FOR THE BETTERMENT OF CITIZENS WITH DISABILITIES

New Jersey

10/1994 - 04/1997

Executive Director

- Founding Executive Director who authored corporate structure which this Statewide Advocacy organization still operates under today.
- Authored the Community Residential Waiting List Reduction Act which passed unanimously resulting in 1200 people from the waiting list obtaining services over the first four years after passage.

SPECTRUM FOR LIVING

River Vale, NJ
12/1983 – 10/1994

Associate Executive Director

- Designed and led in the creation of new service options and opportunities for hundreds of people and their families over a three county area.
- Created an individualized planning process enabling people to be actively involved in the design and creation of supports and services intended to assist them in achieving their hopes and dreams. Accomplishments include:
 - 11 year budget and service expansion from \$2.5 to \$18+ million, 85 to 350+ staff; and,
 - Successful on-going merger and use of funding complex operating and capital funding sources to ensure fiscal stability (e.g. Institutional and Community Medicaid funding, Waiver funding, HUD 236, 811, CDBG McKinney funding, State and EDA Bonds, County Mental Health funding, etc.); and,
 - Design and management of capital expansion program successful in accessing \$12+ million in affordable barrier free housing; and,
 - Led in the creation of computer data base system to facilitate planning.

Please Note: While attending the University of Kansas I was employed at the KU UAP to study and facilitate the creation of Independent Living Centers. During this time I traveled to each of the original 10 CIL's to study their philosophy, corporate structure, management, funding and service options; followed by writing various technical publications utilizing my findings. This college experience provided the foundation and framework that was used in achieving the accomplishments listed above. Likewise Independent Living's founding philosophy and principles serves as the cornerstone for my beliefs in person centered supports and services.

EDUCATION:

UNIVERSITY OF KANSAS
BSW

UNIVERSITY OF KANSAS
MSW

RELATED PROFESSIONAL/COMMUNITY ACTIVITIES:

- Public School Board Member
- Public School Referendum Committee Chairperson
- County Special Services School District Advisory Board Member
- County & Statewide Task Forces on Affordable Housing
- Medicaid Waiver Task Forces

RICHARD E. JEFFCOTE

E-Mail [REDACTED]

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

August 2014- Present

Reporting to the CEO, the CFO plays a critical role in developing and implementing strategy for Community Bridges and its long term financial success. As an Area Agency for the State of New Hampshire, Community Bridges provides support for 2,000 individuals with Developmental Disabilities covering 10 service lines. Annual revenues approximate \$40 million. The CFO supervises 10 direct reports in the areas of: Finance, IT, budgeting and the Business Office. Overall responsibility and accountability for all accounting functions rolls up to the CFO. The organization employs 404 individual employees. The payor mix is approximately 90% Medicaid and 10% Commercial insurance.

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

ANN P. RYNNE

CAREER OBJECTIVE: To gain employment in the field of adaptive, and/or physical education or special needs services.

EDUCATION: BRIDGEWATER STATE COLLEGE, Bridgewater, Ma
December 1982 - Bachelor of Science Degree
Major - Physical Education, concentration - Motor Development
Minor - Psychology

RELATED EXPERIENCE:
August 1983 to present

ADAPTIVE PHYSICAL EDUCATION TEACHER
Crystal Springs School, Assonet, MA
A residential school for severely and profoundly retarded as well as behaviorally involved children. Responsible for evaluating, writing and implementing objectives for Individual Educational Plans. Consultation with classroom teachers, ancillary services, parents and various outside agencies. Experience in coordinating swimming, cross-country skiing and special olympic programs. Provided inservice training to direct care and ancillary staff. Attended rehabilitation, contingency and management team meetings.

Fall 1982

STUDENT TEACHING PRACTICUM
Bancroft Elementary School, Andover MA
Grades K-5 movement and physical education. Worked with substantially separate children on adaptive skills and specific training programs.

Summer 1982

RECREATIONAL GUIDE AND TEAM LEADER
Cape Cod Summer Vacation Program, Hyannis, MA
A program designed to give adult retarded persons alternative vacations. Duties included supervising 4 staff members, large guest house, 12 guests/week, medications, budgeting and public relations.

Fall 1981

PROFESSIONAL FIELDWORK
Conoly and Park Avenue Elementary Schools, Whitman, MA
Supervised and instructed elementary grades K-5 movement education.

Summer 1981

RESIDENTIAL COUNSELOR
Camp Waban, Sanford, ME
Supervised various activities. Campers ranged from emotional, physical and/or mental handicaps to an age differential of 3-66 years.

Spring 1981

PHONE VOLUNTEER
PUOSTO Crises Hotline, Bridgewater, MA
Responsible for counseling and referrals of suicidal and problemed persons.

Fall 1980 CLINICIAN
B.S.C. Childrens Developmental Clinic, Bridgewater, MA
Volunteer position working with an emotionally and
physically disabled boy. Responsible for writing
terminal and behavioral objectives.

Summer 1978 PARK INSTRUCTOR
Summer 1979 Lowell Recreation Department, Lowell, MA
Coordinated daily summer activities.

OTHER EMPLOYMENT: Cashier
Fall/Spring 82-83 Capital Warehouse, Lowell, MA

Fall/Spring STUDENT UNION EMPLOYEE
79-82 Bridgewater State College, Bridgewater, MA
Duties included Gameroom Supervisor and Usher, Infor-
mation Booth Receptionist, and Rathskellar Waitress.

Summer 1980 INSPECTOR
Techprint Co., Woburn, MA
Laminated, inspected and packaged pressure sensitive
labels.

CERTIFICATION: Massachusetts Teaching Certification in Physical
Education K-9

American Red Cross First Aid and CPR

ACTIVITIES B.A.I.R.S. - Bridgewater Athletic Intramural Recreation
and Sports

B.S.C. Varsity Swim and Diving Team (2)

Intramurals - Softball (4), Basketball (1), Volleyball
(4), Ultimate Frisbee (1), Womens Club
Soccer (2).

Cycling through Europe - Summer 1983

PROFESSIONAL ORGANIZATIONS: MAPHER; Massachusetts Association for Health, Physical
Education, Recreation and Dance.

C.E.C.; Council for Exceptional Children

CONTINUING
EDUCATION:

February 1985 JUN 12 1995 Creative Arts and Special Education: Art Skills for the
Special Needs and Mainstream Classroom

April 1984 MAAPS Special Education Inservice Conference

November 1983 CEC Special Education: The State of the Art

REFERENCES: Upon request from Career Planning and Placement
B.S.C. Student Union
Bridgewater, MA 02324

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 credibility/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

Tracey Lonergan

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
Mature, responsible and professional

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

7/2

Ellyn Walkup, M.A.



Position Desired: A clinical and administrative position in the area of Family Services, with opportunities for program development and interagency collaboration.

PROFESSIONAL EXPERIENCE

1986 to Present: **STRAFFORD GUIDANCE CENTER, Dover, NH**
A private non-profit community mental health center serving Strafford County and offering a full range of mental health service.

Clinical Administrator of Youth and Family Services

(January 1997 - Current)

Responsibilities included:

- Developing and monitoring the Regional Plan for services to children and families.
- Administering and managing Supportive Family Services, the Family Transitional Housing Program, Individualized Wrap Around Teams, Intensive Family Stabilization Services and Respite Services.
- Working collaboratively with other community agencies towards developing a comprehensive continuum of care.
- Working collaboratively with the Division of Mental Health to develop and implement plans to address community identified needs and Division initiatives.
- Grant writing and implementation.
- Developing and presenting trainings within the agency and to the larger community.
- Member of Strafford County Home Visiting Network.
- Serving on the Board of Directors of Rochester Parent/Child Center.

Manager of Family Outreach Services

(April 1992 - January 1997)

Responsibilities included:

- Developing and managing a comprehensive home based program for "at risk" families.
- Developing and managing a short term intensive home based program designed to reduce the need for hospitalizations or out of home placement for children.
- Supervising the development of the Strafford County Interagency Team.
- Supervising the development of the Parent Aid Program.
- Developing and managing a comprehensive self-sufficiency focused program for homeless families.
- Maintaining positive collaborative relationships with area schools, Developmental Services, Division of Children, Youth and Families and other community providers.
- Supervising eight Master's level staff.
- Maintaining a clinical caseload.
- Providing presentations and trainings on local, regional and state levels.

Youth and Family Therapist (February 1986 – April 1992)

Responsibilities included:

- Intake, individual, play, family and group therapy case management and crisis management for a varied clientele.
- Member of the Sexual Abuse Treatment Team.
- Developing and facilitating a psycho-education group for parents of juvenile sex offenders.
- Evaluations of juvenile sex offenders.
- Designing and providing educational groups and workshops in the community.

Clinical Case Manager (August 1986 – February 1988)

Responsibilities included:

- Intake, individual and group therapy, case management, crisis management for a chronically and severely mentally ill population.

EDUCATION

- 1986 Master of Arts in Counseling Psychology
 Antioch Graduate School of New England, Keene, NH
- 1984 Bachelor of Arts (Cum Laude) in Psychology and Early Education Program
 Beloit College, Beloit, Wisconsin
 Awards: Recipient of the Bingham Scholarship for Graduate Study
 Co-President of Psi-Chi Psychology Honor Fraternity

LICENSES

Licensed Mental Health Counselor (Massachusetts)
Licensed Marriage and Family Therapist (Massachusetts)
Licensed Mental Health Counselor (New Hampshire)
National Board Certified Mental Health Counselor

REFERENCES

Upon Request

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 17 (7/1/16 - 6/30/17)				
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)
Richard Royce, CEO	135,000 \$0	0.00%	0.00%	\$0.00
Richard Tessitore, CFO	115,000 \$0	0.00%	0.00%	\$0.00
Ann Potoczak, Asst. Dir.	80,934 \$0	0.00%	0.00%	\$0.00
Tracey Laverque, VP Adm.	73,200 \$0	0.00%	0.00%	\$0.00
Sherry Harding, VP HR	82,500 \$0	0.00%	0.00%	\$0.00
Barbara Dredos, Ch. Dir.	72,100 \$0	0.00%	0.00%	\$0.00
Ellyn Schreiber, ESS Dir.	68,019 \$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	0.00%	0.00%	\$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: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-10)

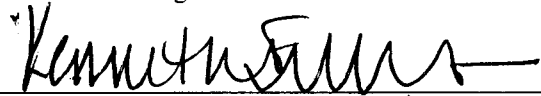
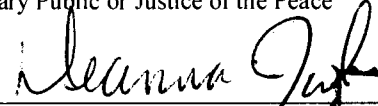
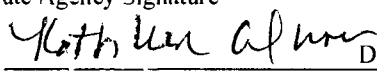

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Crossroads, Inc.		1.4 Contractor Address 8 Commerce Drive Atkinson, NH 03811	
1.5 Contractor Phone Number 603-893-1299 Ext317	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,158,538
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Ferkeika, BOARD President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>May 25 2016</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 Public or Justice of the Peace Deanna Johnson			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn, 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) (if applicable) By:  On: <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials CF
Date 5/25/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

1. 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 and/or Employment 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 Community Participation 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)
	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



Exhibit A

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 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, shall be the Effective Date, that is, July 1, 2016, 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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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.

2.11. No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services

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from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

- 2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:
- 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
 - 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
 - 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
 - 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. WORKFORCE DEVELOPMENT

- 2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:
- 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
 - 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
 - 2.12.1.3. Implement the Plan;
 - 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-mrg>

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- 2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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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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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2. Community Participation Services and/or Employment 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 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.

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	269	E2E
Nashua Center	108	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.



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- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.
 - 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
 - 3.8.2. All staff will have current individualized professional development plans updated at least annually.
 - 3.8.3. All staff will have training at least annually in procedural safeguards.
 - 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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	397	16	219	162	85,711	F01, F02

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.



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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 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.

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- 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,
 - 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.

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

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Exhibit A –1

7. Residences Which May Also Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.

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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.



Exhibit A –1

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 354 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 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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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.

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Exhibit A-2 Community Crossroads

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	EAST. SEAL	L20	Community Support Service	1	2080
	L.I.	LA0	Community Support Service	14	37941
	LIFE VISIONS	LJ0	Community Support Service	5	9984
	CIS, Inc.	DK0	Community Support Service	1	1416
	EAST. SEAL	D2W	Community Support Service	2	1726
	FARM N.E.	DHH	Community Support Service	2	1824
Community Participation Services					
	CIS, Inc.	DK0	Day	1	4004
	EAST. SEAL	D2W	Day	12	55292
	FARM N.E.	DHH	Day	5	20400
	ISN	DIN	Day	2	8221
	K.N.C.	D5D	Day	33	175061
	L.I.	DA0	Day	13	61189
	LIFE VISIONS	DJ0	Day	32	121245
	LIFESHARE	DB0	Day	27	98129
	N.C.M.H.	D4J	Day	1	2731
	Opp. Networks	DN0	Day	1	3190
	REG 10	D02	Day	1	2439
	W.O.U	D91	Day	24	74191
In Home Support Services					
	L.I.	IA0	In Home Supports	1	12
	LIFE VISIONS	IJ0	In Home Supports	9	108
	REG 10	I00	In Home Supports	1	12
	REG 10	I03	In Home Supports	1	12
	REG 10	I04	In Home Supports	1	12
	REG 10	I07	In Home Supports	1	12
	REG 10	I08	In Home Supports	1	12
	REG 10	I09	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	I0Y	In Home Supports	1	12
	REG 10	I0Z	In Home Supports	1	12
	REG 10	I2I	In Home Supports	1	12
	REG 10	I2K	In Home Supports	1	12

Exhibit A-2 Community Crossroads

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Residences Which May Also Provide Community Participation Services					
A.P.&T		CT0	Day	3	14215
A.P.&T		CT0	Residential	3	1045
BECKET		C70	Day	2	6749
BECKET		C70	Residential	2	616
C.P. for C.		CG0	Day	1	5520
C.P. for C.		CG0	Residential	2	687
CRT MTN		C30	Day	1	2609
CRT MTN		C30	Residential	4	1319
EAST. SEAL		C20	Day	9	40701
EAST. SEAL		C20	Residential	10	3087
FARM N.E.		CHH	Day	4	17850
FARM N.E.		CHH	Residential	4	1291
GRANITE BAY		CC0	Day	3	14657
GRANITE BAY		CC0	Residential	4	976
I.P.P., Inc.		CP0	Day	1	3863
I.P.P., Inc.		CP0	Residential	1	333
ISN		CI0	Day	1	4739
ISN		CI0	Residential	1	267
K.N.C.		C5T	Day	5	22956
K.N.C.		C5T	Residential	5	1659
L.I.		CA0	Day	13	49675
L.I.		CA0	Residential	11	3602
REG 10		CF1	Day	3	17406
REG 10		CF1	Residential	3	1035
LIFE VISIONS		CJ0	Day	3	8788
LIFE VISIONS		CJ0	Residential	3	741
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	6	23649
N.C.M.H.		C40	Residential	8	2751
REG 10		C06	Day	1	5234
REG 10		C06	Residential	1	357
RESID. RES.		C10	Day	5	24204
RESID. RES.		C10	Residential	7	2437
SIDDHARTH		CS0	Day	1	3750

Contractor Initials: LF
 Date: 5/25/16

Exhibit A-2 Community Crossroads

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	SIDDHARTH	CS0	Residential	1	286
Residential Services					
	CAREER	R60	Residential	1	341
	EAST. SEAL	R2F	Residential	2	653
	K.N.C.	R50	Residential	24	7828
	L.I.	RA0	Residential	11	3250
	LIFE VISIONS	RJ0	Residential	6	2087
	LIFESHARE	RB0	Residential	6	1950
	MENTOR	R8C	Residential	1	327
	N.C.M.H.	R40	Residential	4	1253
	PLOWSHARE	RK0	Residential	1	315
	REG 10	ROR	Residential	6	1835
Services to Persons With Acquired Brain Disorders					
	GRANITE BAY	CC0	Day	1	2760
	GRANITE BAY	CC0	Residential	1	365
	L.I.	CA0	Day	2	8804
	L.I.	CA0	Residential	2	601
	REG 10	CF1	Day	1	2880
	REG 10	CF1	Residential	1	365
	RESID. RES.	C10	Day	2	5683
	RESID. RES.	C10	Residential	5	1778
	ROBIN HILL	CD3	Day	1	2086
	ROBIN HILL	CD3	Residential	2	703
	LIFESHARE	DB0	Day	1	3288
	REG 10	D02	Residential	2	120
	REG 10	I0L	Consolidated Services	1	12
	ROSE MEAD.	RM1	Residential	4	1403
Participant Directed and Managed Services					
	L.I.	IAC	Consolidated Services	2	26
	N.C.M.H.	I4B	Consolidated Services	1	12
	REG 10	I00	Consolidated Services	12	146
	REG 10	I01	Consolidated Services	1	12
	REG 10	I02	Consolidated Services	1	12
	REG 10	I05	Consolidated Services	1	12
	REG 10	I06	Consolidated Services	1	11
	REG 10	I0C	Consolidated Services	1	12
	REG 10	I0D	Consolidated Services	1	12

Exhibit A-2 Community Crossroads

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
REG 10		IOE	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	10
REG 10		ION	Consolidated Services	2	24
REG 10		IOP	Consolidated Services	1	13
REG 10		IOR	Consolidated Services	1	12
REG 10		IOS	Consolidated Services	1	12
REG 10		IOT	Consolidated Services	1	9
REG 10		IOW	Consolidated Services	1	12
REG 10		IZA	Consolidated Services	1	12
REG 10		IZC	Consolidated Services	1	14
REG 10		IZD	Consolidated Services	1	12
REG 10		IZE	Consolidated Services	1	13
REG 10		IZF	Consolidated Services	1	12
REG 10		IZH	Consolidated Services	1	12
REG 10		IZI	Consolidated Services	1	12
REG 10		IZL	Consolidated Services	1	12
REG 10		IZM	Consolidated Services	1	12
REG 10		IZN	Consolidated Services	1	12
REG 10		IZO	Consolidated Services	1	11
REG 10		IZP	Consolidated Services	1	11
REG 10		IZR	Consolidated Services	1	12
REG 10		IZT	Consolidated Services	1	12
REG 10		IZU	Consolidated Services	1	12
REG 10		IZX	Consolidated Services	1	12
REG 10		IZZ	Consolidated Services	1	12



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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$52,848 – 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. \$1,105,690 – 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.



- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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.
 - 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 (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

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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.

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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."

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- "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 REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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


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

8 Commerce Drive, Atkinson, NH 03811

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

Contractor Name:

5/25/16
Date


Name: Kenneth Ferrina
Title: Board President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

5/25/16
Date

Name: Kenneth Ferlicia
Title: BOARD President

Exhibit E – Certification Regarding Lobbying

Contractor Initials UF



**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

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

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

PRIMARY COVERED TRANSACTIONS


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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/25/16
Date


Name: Kenneth Ferreria
Title: Board President



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

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

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

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

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

Exhibit G

Contractor Initials

LF

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5/25/16
Date



Name: _____
Title: Kenneth Fenechien
Board President

Exhibit G

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

Contractor Initials

KF



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/25/16
Date



Name: _____
Title: Kenneth Furber
Board President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

VF

5/25/16



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

Kathleen A. Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/27/16
Date

Community Crossroads, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Kenneth Ferreira
Name of Authorized Representative

Board President
Title of Authorized Representative

5/25/16
Date



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

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

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

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

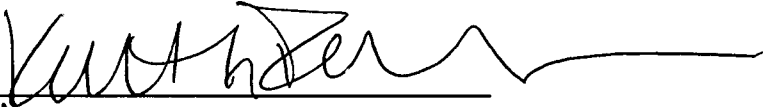
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

Date 5/25/16


Name: _____
Title: Kenneth Ferreira
Board President



FORM A

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

1. The DUNS number for your entity is: 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: _____

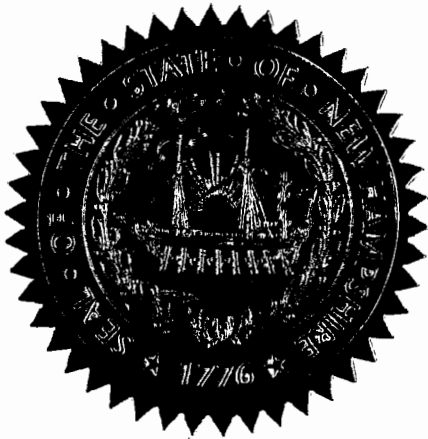
Name: _____ Amount: _____

Name: _____ Amount: _____

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 19th day of May A.D. 2016

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 Dayotis, do hereby certify that:

1. I am a duly elected Officer of Community Crossroads Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 14, 2016:

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 25th day of May, 2016.

4. Kenneth Ferreira is the duly elected President of the Agency.



Signature of Board Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 25 day of May, 2016.

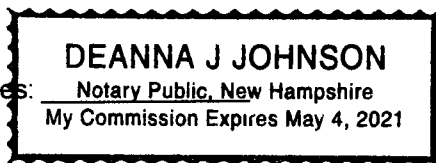
By Kathleen Dayotis
Secretary, Board of Directors



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2016

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Carrie Morgan PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com															
INSURED Community Crossroads, Inc. DBA: Region 10 Community Support Services Inc 8 Commerce Dr Atkinson NH 03811-2191		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: NY Marine & General Ins Co</td> <td>16608</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: NY Marine & General Ins Co	16608	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 15-16 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1415517	11/1/2015	11/1/2016	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 - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1415517	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB520424	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC201400007486 (3a.) NH All officers included	11/1/2015	11/1/2016	<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
A	Crime			PHPK1415517	3/23/2016	11/1/2016	Employee Dishonesty 1,000,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER bdillon@region10.nh.org State of New Hampshire Department of Health & Human Services Bureau of Developmental Services 105 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Talitha Franggos/CM2 <i>Talitha Franggos</i>
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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

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, 2015 and 2014, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America 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, 2015 and 2014, 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 accompanying 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 18, 2015, 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

December 18, 2015
Dover, New Hampshire

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 3,063,942	\$ 3,166,224
Accounts receivable	1,053,018	791,637
Due from other area agencies	2,452	-
Investments	710,106	709,223
Other current assets	<u>79,711</u>	<u>87,084</u>
Total current assets	<u>4,909,229</u>	<u>4,754,168</u>
PROPERTY AND EQUIPMENT, NET	<u>1,156,106</u>	<u>1,093,504</u>
Total assets	<u>\$ 6,065,335</u>	<u>\$ 5,847,672</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 58,102	\$ 49,637
Accounts payable	1,557,477	1,428,943
Refundable advances	1,131,277	1,277,816
Accrued expenses	65,625	107,840
Accrued payroll, benefits and related taxes	<u>236,483</u>	<u>205,056</u>
Total current liabilities	3,048,964	3,069,292
LONG TERM LIABILITIES		
Long term debt, net of current portion	<u>741,582</u>	<u>748,808</u>
Total liabilities	3,790,546	3,818,100
NET ASSETS		
Unrestricted	<u>2,274,789</u>	<u>2,029,572</u>
Total liabilities and net assets	<u>\$ 6,065,335</u>	<u>\$ 5,847,672</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
SUPPORT AND REVENUES		
Medicaid	\$ 22,313,044	\$ 20,507,293
State of NH - DHHS	1,181,480	1,092,235
Federal grant - DHHS	523,640	508,194
Rent income	147,796	147,855
Client resources	133,033	128,974
Third party insurance	23,382	17,106
Production/service income	32,050	28,380
Residential fees	121,578	90,280
Contributions and miscellaneous grants	9,018	11,176
Interest and dividends	31,253	28,409
Net realized gain on investments	1,191	10,785
Net unrealized (loss) gain on investments	(29,586)	55,045
Fundraising	115,423	116,396
Gain on sale of equipment	-	9,560
Other revenues	68,451	149,630
	<hr/>	<hr/>
Total support and revenues	24,671,753	22,901,318
	<hr/>	<hr/>
FUNCTIONAL EXPENSES		
Program Services:		
Case management	1,360,910	1,125,458
Other DHHS funded programs	21,498,684	20,180,056
	<hr/>	<hr/>
Total program services	22,859,594	21,305,514
	<hr/>	<hr/>
Supporting Activities:		
General management	1,341,879	1,310,308
Rental property management	139,400	108,366
Fundraising	85,663	53,391
	<hr/>	<hr/>
Total supporting activities	1,566,942	1,472,065
	<hr/>	<hr/>
Total functional expenses	24,426,536	22,777,579
	<hr/>	<hr/>
INCREASE IN NET ASSETS	245,217	123,739
NET ASSETS, BEGINNING OF YEAR	2,029,572	1,905,833
	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 2,274,789	\$ 2,029,572
	<hr/>	<hr/>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 245,217	\$ 123,739
Adjustments to reconcile increase in net assets to net cash provided by (used in) operating activities:		
Depreciation	105,910	110,475
Net realized gain on investments	(1,191)	(10,785)
Net unrealized loss (gain) on investments	29,586	(55,045)
Gain on sale of property and equipment	-	(9,560)
Changes in operating assets and liabilities:		
Accounts receivable	(261,381)	1,272,230
Due from other area agencies	(2,452)	238,000
Other current assets	7,373	(3,160)
Accounts payable	128,534	(146,584)
Refundable advances	(146,539)	(536,847)
Medicaid Contingency Payments - State of New Hampshire	-	(1,156,480)
Accrued expenses	(42,215)	(37,644)
Accrued payroll, benefits and related taxes	<u>31,427</u>	<u>46,814</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>94,269</u>	<u>(164,847)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(108,512)	(72,381)
Purchase of investments	(107,317)	(415,152)
Proceeds from sale of equipment	-	42,802
Proceeds from sale of investments	<u>78,039</u>	<u>399,816</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(137,790)</u>	<u>(44,915)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long term debt	<u>(58,761)</u>	<u>(52,574)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(58,761)</u>	<u>(52,574)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(102,282)	(262,336)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>3,166,224</u>	<u>3,428,560</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 3,063,942</u>	<u>\$ 3,166,224</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF CASH FLOWS - CONTINUED
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	\$ <u>30,931</u>	\$ <u>30,369</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Improvements financed by long term debt	\$ <u>60,000</u>	\$ <u>-</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHH Programs	Residential & Day	Program Case Mgmt	Program Services	General Management	Total DHH Funded	Rental Properties	Fundraising	2015 Totals
Salaries, wages, benefits and taxes	\$ 880,475	\$ 225,822	\$ -	\$ 52,857	\$ -	\$ 375	\$ 594,484	\$ 133,879	\$ 1,887,892	\$ 931,498	\$ 2,819,390	\$ 53,444	\$ -	\$ 2,872,834
Direct care contracted staff	25,347	-	259,933	-	60,617	-	3,186,614	-	3,542,511	-	3,542,511	-	-	3,542,511
Client evaluations	49,044	-	-	985,204	1,905	-	87,298	-	1,123,451	-	1,123,451	-	-	1,123,451
Medical and therapies	34,398	120	163	20	-	-	26,563	-	61,254	-	61,254	20	-	61,274
Accounting	-	159	-	-	-	-	1,600	-	1,759	-	1,157	-	-	11,157
Audit fees	-	-	-	-	-	-	-	-	29,000	-	29,000	-	-	29,000
Legal fees	3,170	910	-	208	-	-	4,288	-	6,688	-	6,688	208	-	6,896
Other professional fees	168,676	1,675	428	321,419	-	1,750	29,124	20	523,092	96,107	619,199	382	-	619,581
Subcontractors	-	-	-	-	3,064,053	-	11,065,306	-	14,149,359	-	14,149,359	-	-	14,149,359
Family Stipend for 521/525 services	-	-	-	-	-	396,658	439,150	706	402,161	4,057	439,150	-	-	439,150
Staff development	3,482	1,315	-	-	-	-	18,000	-	18,000	-	18,000	-	-	18,000
Rent	-	-	-	-	-	-	20,483	-	20,483	-	20,483	30,402	-	50,885
Mortgage expense	-	-	-	-	-	-	14,034	-	14,034	9,106	39,405	9,874	-	49,279
Utilities	12,025	3,450	-	790	-	-	15,847	-	26,343	1,256	27,599	34,754	-	62,353
Maintenance and repairs	7,760	2,226	-	510	-	-	8,221	-	24,583	9,160	33,743	792	-	34,535
Other occupancy costs	12,096	3,471	-	795	-	-	533	-	27,925	16,600	44,525	1,319	-	45,844
Office supplies	20,178	5,891	-	1,323	-	-	845	-	3,963	1,607	5,570	636	-	6,206
Building and household	2,327	644	-	147	-	514	240	-	754	-	754	-	-	754
Client consumables	-	-	-	-	-	-	-	-	-	5,748	16,015	497	-	16,512
Equipment rental	7,590	2,178	-	499	-	-	-	-	10,267	105,910	105,910	-	-	105,910
Depreciation	-	-	-	-	-	-	-	-	-	133	392	-	-	392
Advertising	259	-	-	-	-	-	-	-	259	3,577	8,069	193	-	8,262
Printing	3,450	848	-	194	-	-	4,482	-	4,482	11,958	33,040	1,018	-	34,058
Telephone and communications	15,600	4,461	-	1,021	-	-	-	-	21,082	4,388	12,227	378	-	12,606
Postage and shipping	5,795	1,663	-	381	-	-	-	-	7,839	14,398	154,940	3,158	-	158,098
Travel	40,381	7,960	-	8,267	4,511	-	69,771	10,052	140,542	-	286,710	-	-	286,710
Assistance to individuals	-	88,497	-	-	280	-	159,757	-	286,710	-	40,679	-	-	41,862
Insurance	17,921	5,142	-	1,177	-	-	2,868	-	27,108	13,571	40,679	1,173	-	41,862
Membership dues	-	50	-	-	-	-	-	119	169	350	519	-	-	519
Family assistance	-	58,081	-	-	530	237	967	675	15,778	71,657	87,435	1,151	-	88,586
Other expenses	12,760	454	-	155	-	-	-	-	15,778	71,657	87,435	1,151	-	88,586
Total	\$ 1,360,910	\$ 414,617	\$ 270,524	\$ 1,374,967	\$ 3,131,896	\$ 399,534	\$ 15,761,695	\$ 145,451	\$ 22,859,594	\$ 1,341,879	\$ 24,201,473	\$ 139,400	\$ 85,663	\$ 24,426,536

COMMUNITY CROSSROADS, INC.

STATEMENT OF FUNCTIONAL EXPENSES
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 CFI Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2014 Totals
Salaries, wages, benefits and taxes	\$ 764,359	\$ 203,099	\$ -	\$ 55,217	\$ -	\$ -	\$ 489,124	\$ 81,651	\$ 1,593,450	\$ 908,854	\$ 2,502,304	\$ 57,260	\$ -	\$ 2,559,564
Direct care contracted staff	-	434	240,389	-	76,563	-	2,551,540	-	2,868,926	1,675	2,870,601	-	-	2,870,601
Client evaluations	52,295	-	-	934,438	-	-	29,834	-	1,016,567	-	1,016,567	-	-	1,016,567
Accounting	-	-	-	-	-	-	982	-	982	7,645	8,627	-	-	8,627
Audit fees	-	-	-	-	-	-	-	-	-	29,000	29,000	-	-	29,000
Legal fees	10,373	2,115	-	484	-	-	-	-	12,972	8,583	21,555	483	-	22,038
Other professional fees	103,223	37,487	-	320,790	-	2,115	22,830	20	486,465	62,084	548,549	200	-	548,749
Subcontractors	-	-	-	-	2,952,624	-	10,984,227	-	13,936,851	-	13,936,851	-	-	13,936,851
Family Stipend for 521/525 services	-	-	-	-	-	218,509	398,095	-	398,095	-	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	-	25,958	7,634	33,592	9,794	-	43,386
Maintenance and repairs	7,107	1,815	-	750	-	-	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	-	19,792	9,215	29,007	786	-	29,793
Office supplies	19,695	5,376	-	1,230	-	-	-	-	26,301	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	-	296	-	-	-	-	6,700	3,493	10,193	295	-	10,488
Telephone and communications	13,794	3,981	-	905	-	-	-	-	18,680	11,116	29,796	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	-	5,950	-	54	57,031	6,213	109,707	8,087	117,794	3,476	-	121,270
Assistance to individuals	38,319	84,165	-	1,293	1,293	-	143,518	-	266,362	-	266,362	-	-	266,362
Insurance	17,902	5,137	-	1,176	-	-	1,902	-	26,117	13,557	39,674	1,172	-	40,846
Membership dues	-	-	-	-	-	-	-	65	65	-	65	-	-	65
Family assistance	16,165	74,531	-	604	116	77,339	169	667	74,531	-	74,531	394	-	74,531
Other expenses	-	1,199	-	-	-	-	-	-	96,259	60,980	157,239	-	-	157,239
Total	\$ 1,125,458	\$ 444,743	\$ 240,389	\$ 1,324,297	\$ 3,030,956	\$ 298,442	\$ 14,752,398	\$ 88,831	\$ 21,305,514	\$ 1,310,308	\$ 22,615,822	\$ 108,366	\$ 53,391	\$ 22,777,579

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

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, June 2014 and October 2015, the State extended the re-designation period for one additional year through September 2013, 2014, 2015 & 2016, 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, 2015 and 2014, the Organization had only unrestricted net assets.

Use of Estimates

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

Donated Services

Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2015 and 2014. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

Fair Value of Financial Instruments

ASC 825, "*Financial Instruments*", requires the Organization to disclose estimated fair values for its financial instruments. The carrying amounts of cash and other current assets and current liabilities approximate fair value because of the short 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, 2015 and 2014 were \$12,463 and \$13,522, respectively.

Investments

The Organization accounts for investments in marketable securities in accordance with ASC 320, "*Investments-Debt and Equity Securities*". Under ASC 320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position (see **Note 4** and **Note 5**). Unrealized gains and losses are included in the change in net assets.

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, 2015 and 2014. Accordingly, no allowance for doubtful accounts is considered necessary.

Property and Equipment

Property and equipment is stated at cost if purchased or at fair value at the date of donation in the instance of donated property. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific use. The Organization's policy is to capitalize costs for major improvements and charge repairs and maintenance currently for expenditures that do not extend the lives of the related assets.

The provision for depreciation is computed utilizing the straight line method over the estimated useful lives of the related assets, which range from 5 to 30 years. Depreciation expense for the years ended June 30, 2015 and 2014 was \$105,910 and \$110,475, 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, 2012 - 2015), 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, 2015 or 2014.

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, 2015 and 2014 were approximately \$175,000 and \$144,000, respectively.

NOTE 2. CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. There were deposits in excess of the insured limits of approximately \$2,584,000 and \$2,826,000 at June 30, 2015 and 2014, respectively.

The Organization also uses a Sweep Repurchase Agreement in which a portion of its overnight bank deposit balances are swept into uninsured repurchase agreements. The repurchase agreements are backed by the U.S. Treasury.

With respect to investments, the Organization uses three investment firms to assist in providing a diversified portfolio of investments with strong credit ratings. The Organization is exposed to credit risks in the event of default by the issuers of investments to the extent recorded in the Statements of Financial Position.

The Organization received approximately 96% and 90% of its funding from Medicaid for each of the years ended June 30, 2015 and 2014, respectively. At June 30, 2015 and 2014, Medicaid accounted for approximately \$926,000 and \$707,000 of the balance in accounts receivable, respectively.

The Organization also received approximately 7% of its funding from DHHS for the years ended June 30, 2015 and 2014. At June 30, 2015, DHHS owed the Organization an amount on the fiscal year 2015 contract in the amount of approximately \$68,000 which is included in the 2015 accounts receivable balance. 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.

NOTE 3. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2015 and 2014 consists of the following:

	<u>Years</u>	<u>2015</u>	<u>2014</u>
Buildings	25-30	\$ 1,763,920	\$ 1,763,920
Land	-	239,796	239,796
Equipment and furniture	3-5	419,082	399,058
Vehicles	5	68,798	68,798
Improvements	10-20	<u>539,968</u>	<u>391,480</u>
		3,031,564	2,863,052
Less accumulated depreciation		<u>(1,875,458)</u>	<u>(1,769,548)</u>
Total property and equipment, net		<u>\$ 1,156,106</u>	<u>\$ 1,093,504</u>

NOTE 4. INVESTMENTS

At June 30, 2015 and 2014, the Organization's investments consist of the following:

	<u>2015</u>		<u>2014</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 466,529	\$ 451,335	\$ 461,922	\$ 409,758
Exchange traded funds	<u>243,577</u>	<u>201,567</u>	<u>247,301</u>	<u>205,921</u>
Total	<u>\$ 710,106</u>	<u>\$ 652,902</u>	<u>\$ 709,223</u>	<u>\$ 615,679</u>

The values of the securities are subject to market fluctuations and are uninsured. See **Note 5** for fair value measurements.

NOTE 5. FAIR VALUE MEASUREMENTS

ASC 820, "Fair Value Measurements and Disclosures", establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability; and,
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2015 and 2014.

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, 2015 and 2014, 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>2015</u>	<u>2014</u>
Mutual funds, at fair value:		
Capital appreciation funds	\$ 77,693	\$ 84,911
Growth funds	178,675	181,055
Income funds	65,749	63,065
Bond funds	144,412	132,891
Exchange traded funds, at fair value:		
Fixed income funds	86,206	96,179
Capital appreciation funds	<u>157,371</u>	<u>151,122</u>
Total investments at fair value	<u>\$ 710,106</u>	<u>\$ 709,223</u>

NOTE 6. LONG TERM DEBT

Long term debt at June 30, 2015 and 2014 consists of the following:

	<u>2015</u>	<u>2014</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.	\$ 145,196	\$ 154,199
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.	426,421	454,924
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 was paid off in February 2015.	-	5,893

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.

176,316 183,429

Loan payable to a bank in monthly installments of \$1,107 of principal and interest at a rate of 4%. The loan is secured by real estate and is due in September 2019.

	<u>51,751</u>	<u>-</u>
	799,684	798,445
Less current portion	<u>(58,102)</u>	<u>(49,637)</u>
	<u>\$ 741,582</u>	<u>\$ 748,808</u>

Future repayments on the long term debt are scheduled as follows:

2016	\$ 58,102
2017	60,244
2018	62,469
2019	64,779
2020	56,981
Thereafter	<u>497,109</u>
	<u>\$ 799,684</u>

NOTE 7. LINE OF CREDIT

The Organization has a \$500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The LOC is subject to annual renewal. There were no advances from the line during the years ended June 30, 2015 or 2014.

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 \$1,131,277 and \$1,277,816 at June 30, 2015 and 2014, 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 \$70,402 and \$70,549 in 2015 and 2014, 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 \$283,000 and \$227,000 as of June 30, 2015 and 2014, respectively.

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, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Golf tournament revenue	\$ 37,530	\$ 29,996
Less: golf tournament expense	<u>(17,118)</u>	<u>(12,736)</u>
Net golf tournament revenue	<u>20,412</u>	<u>17,260</u>
Other special events revenue	34,864	33,270
Gaming activities	43,029	53,130
Less: other special events expenses	<u>(13,360)</u>	<u>(14,254)</u>
Net other special events revenue	<u>64,533</u>	<u>72,146</u>
Special events and fundraising, net	<u>\$ 84,945</u>	<u>\$ 89,406</u>

NOTE 14. 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 18, 2015, the date the financial statements were available for issuance.

COMMUNITY CROSSROADS, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015

<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>523,640</u> *

* Major Program

COMMUNITY CROSSROADS, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015**

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, 2015. 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>523,640</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, 2015, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 18, 2015.

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

December 18, 2015
Dover, New Hampshire

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, 2015. 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, 2015.

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

December 18, 2015
Dover, New Hampshire

COMMUNITY CROSSROADS, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015**

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 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, 2015**

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, 2014.

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2015

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Other Non-DHHS Programs	2015 Total
Medicaid	\$ 1,055,158	\$ 192,930	\$ 283,479	\$ 533,282	\$ 3,531,852	\$ -	\$ 16,543,208	\$ 173,135	\$ 22,313,044	\$ 1,181,480	\$ 22,313,044	\$ -	\$ -	\$ -	\$ 22,313,044
State of NH - DHHS	-	-	-	485,783	-	37,857	-	-	523,640	-	1,181,480	-	-	-	1,181,480
Federal Grant - DHHS	-	-	-	-	-	-	-	-	-	-	523,640	-	-	-	523,640
Rent Income	-	-	-	-	12,054	-	120,979	-	133,033	-	133,033	147,796	-	-	147,796
Client resources	-	-	-	-	-	-	121,578	-	121,578	-	121,578	-	-	-	121,578
Residential fees	-	-	-	-	-	-	-	-	-	32,050	32,050	-	-	-	32,050
Production/service income	-	-	-	-	-	-	-	-	-	28,221	28,221	-	-	-	28,221
Interest and dividends	-	-	-	-	-	-	-	-	23,382	-	23,382	3,032	-	-	31,253
Third party insurance	-	-	-	23,382	-	-	-	-	-	13,656	13,656	-	-	-	23,382
Contributions and miscellaneous grants	-	-	-	-	-	-	-	-	-	-	-	-	-	1,191	1,191
Net realized gain on investments	-	-	-	-	-	-	-	361	361	55,452	63,813	-	115,423	(29,586)	(29,586)
Net unrealized loss on investments	-	-	-	-	-	-	6,370	-	-	-	-	-	-	-	1,191
Other revenues	1,000	630	-	-	-	-	-	-	8,361	-	63,813	-	-	-	179,236
Total	\$ 1,056,158	\$ 193,560	\$ 283,479	\$ 1,042,447	\$ 3,543,906	\$ 37,857	\$ 16,792,135	\$ 173,496	\$ 23,123,038	\$ 1,310,859	\$ 24,433,897	\$ 150,828	\$ 115,423	\$ (28,395)	\$ 24,671,753

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 C/F Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	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	\$ 1,092,235	\$ 20,507,293	\$ -	\$ -	\$ -	\$ 20,507,293
State of NH - DHHS	-	-	-	-	-	-	-	-	-	1,092,235	1,092,235	-	-	-	1,092,235
Federal grant - DHHS	-	-	-	485,786	-	22,408	-	-	508,194	-	508,194	-	-	-	508,194
Rent income	-	-	-	-	11,835	-	117,139	-	128,974	-	128,974	147,855	-	-	147,855
Client resources	-	-	-	17,106	-	-	-	-	17,106	-	17,106	-	-	-	17,106
Third party insurance	-	-	-	-	-	-	-	-	-	28,380	28,380	-	-	-	28,380
Production/service income	-	-	-	-	-	-	90,280	-	90,280	-	90,280	-	-	-	90,280
Residential fees	-	-	-	-	-	-	-	-	-	11,176	11,176	-	-	-	11,176
Contributions and miscellaneous grants	-	-	-	-	-	-	-	-	-	22,547	22,547	5,862	-	-	28,409
Interest and dividends	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	10,785	10,785
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	55,045	55,045
Gain on sale of equipment	-	-	-	-	-	-	-	-	-	9,560	9,560	-	-	-	9,560
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

Board of Directors

Lorraine Butler (Consumer)

[Redacted]

Town Represented-Derry

Kathleen Dayotis (Secretary)

[Redacted]

Town Represented-Atkinson

James Dickerson, DMD

[Redacted]

Town Represented-Windham

Marion Donahue

[Redacted]

Cathy Forgit (Consumer)

[Redacted]

Town Represented-Hampstead

Kenneth Ferreira Jr. (President) (Consumer)

[Redacted]

Laurie Giguere (FSC Liaison) (Consumer)

[Redacted]

Town Represented - Salem

Robin Knight (Consumer)

[Redacted]

Town Represented - Sandown

Elaine Lavin (Consumer)

[Redacted]

Town Represented-Salem

Cathy Spinney (Consumer)

[Redacted]

Town Represented-Pelham

Linda Steir (Vice President) (Consumer)

[Redacted]

Town Represented-Atkinson

Barbara Strzykalski (Consumer)

[Redacted]

Town Represented-Atkinson

James Watson (Treasurer) (Consumer)

[Redacted]

Dennis Powers

Summary of Qualifications

Professional Experience:

- Extensive career in health and human services with emphasis on support of people with disabilities.
- Senior administrative experience in state government and private community organizations.
- Managed large numbers of employees in various settings and operating budgets up to \$168 million.

Non Profit Experience:

- Chief Executive Officer of two private not-for-profit corporations in New Hampshire since 1990.
- Served on several non-profit Boards. President of HEARTS, Inc. (1990 – 1995) and President of Community Support Network, Inc. (1999 – 2000).

Employment Experience

2011- Present
Community Crossroads
Atkinson, NH

President and Chief Executive Officer

Serve as the CEO of a non- profit corporation with an operating budget of \$24 million, serving 1,100 individuals and families in the Merrimack Valley. Responsible for strategic visioning, community outreach, new business development, and relationships with funding agencies. Currently developing supports to elders through Independent Service Coordination while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders.

2003 - 2011
Community Support Network, Inc.
Concord, NH

Executive Director

Served as Chief Executive Officer of a not-for-profit association representing the 10 regional area agencies for developmental services in New Hampshire. Primarily responsible for legislative advocacy; promotion of best practices; development of new business opportunities; quality improvement and public education. In 2007 worked with legislative leadership to draft S.B.138, which effectively ended the waiting list for services in New Hampshire. In 2010 produced the film *Lost in Laconia*.

2002 – 2003

NH Department of Health and Human Services
Division of Developmental Services
Concord, NH

Director

Served as State Director of a nationally recognized community system serving 10,000 people with developmental disabilities and acquired brain disorders and their families.

Major responsibilities included managing a \$168 million budget; negotiating with federal funding sources such as CMS; representing the Division before the Governor and various legislative committees; managing two class action lawsuits; and oversight of three Medicaid Community Care Waivers.

1990 – 2002

Region 10 Community Support Services
Atkinson, NH

Executive Director

Chief Executive Officer of a not-for-profit corporation serving as the regional area agency coordinating supports to over 600 individuals with developmental disabilities from birth to elder years in southern New Hampshire.

Services included: Housing, Job Support, Service Coordination, Family Support, Early Supports and Services and other supports as needed. Region Ten was a participant in several national initiatives including the Home of Your Own Program and the Robert Wood Johnson Foundation Self Determination Project. Managed operating budget of \$11.5 million including federal, state, and fundraising dollars..

1988 – 1990

Career Paths
Harrisonburg, Virginia

Chief Executive Officer

Co-founder and CEO of a private employment referral network for human services professionals. Responsibilities included financial management of the organization strategic planning and development of relationships with public and private agencies nationwide providing services in mental health, substance abuse, and developmental disabilities.

1985 – 1988

Department of Internal Medicine
Medical College of Virginia /
Virginia Commonwealth University
Richmond, Virginia

Administrator

Administratively responsible for the Department of Internal Medicine at a large state-supported academic health center. Major responsibilities involved management of a \$14 million budget including \$7 million in direct federal grant support; management of human resources including 160 faculty positions, 150 classified staff, 50 hourly employees, and 150 Housestaff (Interns and Residents); management of physical plant, including space allocation and renovation projects; and liaison with the MCV Hospital and McGuire V.A. Medical Center.

1982 - 1985

Maryland Dept. of Health & Mental Hygiene
Mental Retardation & Developmental Disabilities Administration
Baltimore, Maryland

Director, Intensive Behavior Management Program

Designed and served as first Director of a comprehensive community based state-wide system of support services to prevent the need to (re)-institutionalize individuals with intellectual disabilities and mental illness. Major responsibilities included management of a \$3 million budget; supervision of 41 State of Maryland employees and 30 employees of the University of Maryland School of Medicine; management of grants and contracts with community providers of day and residential services; supervision of 4 intensive behavioral management community residences and a 20 person short term treatment program. Also responsible for the ongoing implementation of the Grabau v. Hughes settlement agreement.

Director, Phillips Program

Served as the Chief Administrative Officer of an ICF/MR with a licensed capacity of 100. The Phillips Program was developed in response to the Knott v. Hughes and Grabau v. Hughes litigations and served as a transitional program for individuals with intellectual disabilities and mental illness moving from large institutions to community residences. During the program's two-year existence, 71 individuals were successfully placed into the community, allowing the facility to be closed and the resources reallocated to fund the Intensive Behavior Management Program (IBMP).

Major responsibilities involved management of a \$1.5 million budget, including 82 professional and para-professional staff positions and management of the two lawsuits mentioned above. Simultaneously responsible for the orderly closure of the facility while developing and implementing the Maryland Intensive Behavior Management Program. Managed both programs during the period of July 1983 – May 1984.

1977 – 1982
Columbus Developmental Center
Columbus, Ohio

Health Services Administrator

Administratively responsible for the medical department of a state residential center serving 750 adults and adolescents with developmental disabilities. Duties included management of ancillary services such as pharmacy; emergency medical services; x-ray; laboratory; and dental clinic as well as a 14 bed acute hospital. Also, responsible for the coordination of services between the facility and local community hospitals and physicians, budget preparation, and policy development.

Assistant Program Director

Responsible for development of biennium budget for program and residential services; development of program section of institutional policy and procedure manual; development of in-service training package for middle management staff; development of proposal for day-care services for employee dependents; and participation in the Superintendent's Task Force to review management practices at the facility.

Unit Manager

Chief administrative officer of a developmental living unit serving 280 adults and adolescents. Unit III consisted of 4 residential buildings with a staff of 205 professional and direct care staff. Management responsibilities included interviewing and hiring all unit staff; employee counseling and evaluation; labor relations between unit administration and three employee labor unions; development of unit policies and procedures; and supervision of unit budget for equipment and supplies. Programmatic responsibilities included: development and implementation of the annual review process for each client, design and implementation of in-service training for direct-care and supervisory staff; and monitoring compliance with ICF/MR standards in certified buildings.

1973 - 1977
Northern Virginia Training Center for the Mentally Retarded
Fairfax, Virginia

Team Leader

Supervised two living units at a state residential training center for people with developmental disabilities. Unit 3A was a unit of adults and children; Unit 5C was a unit serving 28 adults. Responsibilities included supervision of two direct-care teams of fifteen employees, each on a 24 hour basis; design and implementation of individual habilitation plans; coordination of community resources, including pre-vocational workshops; and facilitation of interdisciplinary team meetings.

Developmental Technician

Worked on a living unit of 28 adults. Duties included supervision of evening shift in Team Leader's absence, implementation of independent living skills programs, administration of medications, and coordination of volunteers. In addition, served as a living unit trainer for new staff in training.

Developmental Aide

Served as an aide on a living unit of adults with physical and developmental disabilities. Duties included carrying out personal care and self-help programs and physical therapy. First three months of employment were spent in classroom training and community placement. Spent three weeks assigned to a classroom at the Daytime Development Center in Fairfax, Virginia working with pre-school age children.

Education

M.A. Public Administration Hospital and Health Services Administration (1980)

The Ohio State University-John Glenn College of Public Affairs
Columbus, OH

B.S. Psychology (1971)

Saint Joseph's University- Philadelphia, PA.

Additional post graduate courses taken at **George Mason University**; **Virginia Commonwealth University**; and **University of New Hampshire**.

Additional Professional Activities

- New Hampshire Managed Care Task Force
- UNH Institute On Disability Executive Committee
- CQI Leadership Institute – Rivier College
- New Hampshire Institutional Review Board
- Governor's Advisory Committee on Children with Chronic Illness
- Governor's Commission on Area Agencies
- Interagency Coordinating Council For Early Intervention
- State Family Support Council
- UNH Family Leadership Series- Group Leader
- Executive Producer of film "Lost in Laconia"
- Membership on various Legislative Study Committees

Community Board Memberships

- New Hampshire Brain Injury Association
Board Member 2004- 2010
- HEART Systems, Inc. Board of Directors
1990 – 2002 (President 1990 – 1995)
- Community Support Network, Inc. –
Board Member 1995 – 2002; 2011-present

Cynthia Mahar

Profile

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Twenty eight year career in Human Services in support of people with developmental disabilities.
- Twenty years experience. in senior management
- Managed a department of sixteen employees for an agency with an annual operating budget of \$15 million.

Experience

2011 – Present

Community Crossroads, Inc. Atkinson, NH
Area Agency Director

- Organizational operations and services to 900 Individuals with developmental disabilities and acquired brain disorders and their families.
- Report directly to the Chief Executive Officer.
- Oversight of \$19 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

2009-2011

Community Support Network Inc.(CSNI) Concord NH
Director of Special Projects

- Major statewide projects include: Development of standardized practices for all ten Area Agencies around Consumer Directed Services. Coordination of efforts for SB 112 Legislative Commission focusing on high risk individuals; Coordination of Quality Improvement activities in New Hampshire including participation in the National Core Indicators Project.
- Certified as a trainer and Interviewer for the Supports Intensity Scale (SIS), a national planning tool being developed in New Hampshire.
- Developed and participated in annual state wide orientation for Service Coordinators, now entering its fourth year.
- Report to the Executive Director and CSNI Board of Directors.

1993-2009

Region 10, CSS.Inc.

Atkinson NH

Community Services Director

- Senior manager of department serving over 700 individuals with developmental disabilities and their families. Operations management responsibilities for all services provided by the agency.
- Reported to Executive Director and responsible to the Family Support Council, a volunteer board, for budget expenditures and services.
- Major responsibilities included, assisting individuals and families in developing community connections, supervision, leadership, contract negotiations, mediation, problem solving, and compliance with state regulations. Established relationships with state and local community agencies. Education and advocacy of area legislators and board of directors.

1990-1992

Director of Service Coordination

- Held senior management position reporting to the Executive Director.
- Supervision of 10 Service Coordinators.
- Responsible for budget negotiations.

1987-1992

Vocational Services Director

- Managed employment programs and monitored all vocational services provided by the agency.
- Marketing and networking with local business groups and employers.
- Established Local Business Advisory Council with stakeholders and employers.

Education

2006 Masters Degree in Business Administration

Franklin Pierce College

Rindge NH

1986 Bachelors of Arts Degree in Human Services Administration

Merrimack College, North Andover, Ma

1980 Associates of Science Mental Health Technology

Northern Essex Community College, Haverhill, Ma.

Member Affiliations

- 2010 Brain Injury Association of New Hampshire Board

- 2013 – Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership

WILLIAM DILLON, CPA



- 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.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Developmental Services

Agency Name: Community Crossroads, Inc.

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

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)				
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	\$130,750	1.50%	98.50%	\$1,961.25
Cynthia Mahar--Executive Director	\$94,090	1.50%	98.50%	\$1,411.35
William Dillon-CFO	\$93,531	1.50%	98.50%	\$1,402.97
Kelly Judson-Svc. Coord. Supervisor	\$82,286	1.50%	98.50%	\$1,234.29
	\$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: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-02)


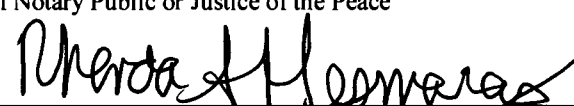
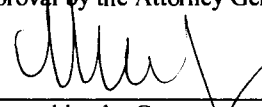
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Developmental Services of Sullivan County		1.4 Contractor Address 654 Main Street Claremont, NH 03743	
1.5 Contractor Phone Number 603-504-1547	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$351,040
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory RALPH PUCKETT PRESIDENT, BOARD OF DIRECTORS PATHWAYS OF THE RIVER VALLEY	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>SULLIVAN</u> On <u>5/23/16</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]  8/26/20			
1.13.2 Name and Title of Notary or Justice of the Peace Rhonda S. Desmarais, Admin. Supervisor			
1.14 State Agency Signature Kathleen Alana Date: 6/6/16		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn 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) (if applicable) By:  Megan A. Fole - Attorney On: 6/9/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

1. 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 and/or Employment 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 Community Participation 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)
	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



Exhibit A

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 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, shall be the Effective Date, that is, July 1, 2016, 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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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.

2.11. No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services



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from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

- 2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:
- 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
 - 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
 - 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
 - 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. WORKFORCE DEVELOPMENT

- 2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:
- 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
 - 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
 - 2.12.1.3. Implement the Plan;
 - 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-mrg>



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- 2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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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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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2. Community Participation Services and/or Employment 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 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.

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	190	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.
- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.



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- 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
- 3.8.2. All staff will have current individualized professional development plans updated at least annually.
- 3.8.3. All staff will have training at least annually in procedural safeguards.
- 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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	371	92	127	152	55,975	F01, F037

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.



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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 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.



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- 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,
 - 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.



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



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7. Residences Which May Also Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.

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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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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."
- 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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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

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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

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	Reg 2	L01	Community Support Service	25	20975
Community Participation Services					
	Reg 2	D01	Day	18	77112
	Reg 2	D02	SEP	22	11042
	Reg 2	D03	Day	16	79064
	Reg 2	D04	Day	14	33576
	Reg 2	D09	Day	12	49757
In Home Support Services					
	Reg 2	I01	In Home Supports	26	360
Residences Which May Also Provide Community Participation Services					
	Comm.StrtgiesNH	C16	Day	1	5952
	Comm.StrtgiesNH	C16	Residential	3	995
	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	C01	Day	1	3509
	Reg 2	C01	Residential	1	313
	Reg 2	C06	Day	1	2361
	Reg 2	C06	Residential	1	231
	Reg 2	C07	Day	2	8163
	Reg 2	C07	Residential	12	3622
	Reg 2	C09	Day	2	2729
	Reg 2	C09	Residential	1	276
	Reg 2	C18	Day	2	11093
	Reg 2	C18	Residential	2	730
	Reg 2	C22	Day	1	4791
	Reg 2	C22	Residential	1	346
	Reg 2	C33	Residential	10	2921
	Reg 2	C34	Day	1	3490
	Reg 2	C34	Residential	1	324
	Reg 2	C39	Day	2	5655
	Reg 2	C39	Residential	2	616
	Reg 2	C40	Day	5	25485
	Reg 2	C40	Residential	5	1538

Exhibit A-2 Pathways of the River Valley

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Reg 2		C41	Day	3	17183
Reg 2		C41	Residential	3	913
Reg 2		C42	Day	1	2599
Reg 2		C45	Day	5	27180
Reg 2		C45	Residential	5	1698
Reg 2		C46	Day	1	1029
Reg 2		C46	Residential	1	293
Reg 2		C47	Residential	1	365
Reg 2		C49	Day	6	26536
Reg 2		C49	Residential	6	1795
Reg 2		c50	Day	1	5797
Reg 2		c50	Residential	1	365
Reg 2		C91	Day	10	43213
Reg 2		C91	Residential	23	7774
Reg 2		C94	Day	1	5510
Reg 2		C94	Residential	9	3012
Reg 2		C99	Day	5	21697
Reg 2		C99	Residential	19	6598
Residential Services					
	ISN	R05	Residential	12	3758
Services to Persons With Acquired Brain Disorders					
	Crotched Mtn.	C24	Day	1	5953
	Crotched Mtn.	C24	Residential	1	297
	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	Residential	1	365
	Reg 2	D03	Day	1	1248
	Reg 2	D04	Day	1	3928
	Reg 2	D09	Day	1	2931

Contractor Initials: RP
Date: 5/23/16

Exhibit A-2 Pathways of the River Valley

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	Reg 2	I07	Consolidated Services	4	58
	ISN	R05	Residential	1	365
Participant Directed and Managed Services					
	Reg 2	I07	Consolidated Services	71	1164



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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$68,615 – 20% 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. \$282,425 – 80 % 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.



- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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.
- 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



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."

RP

5/23/14



"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 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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name: *Developmental Services of Sullivan County
d/b/a Pathways of the River Valley*

5/23/16
Date

R. Pickett
Name:
Title: *President, Board of Directors*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

5/23/16
Date

R. Buckett
Name: _____
Title: *President, Board of Directors*



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *Developmental Services of Sullivan County
d/b/a Pathways of the River Valley*

5/23/16
Date

R Puckett
Name:
Title: *President, Board of Directors*



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

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

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

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

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

Exhibit G

Contractor Initials

RP

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: *Developmental Services of Sullivan County
2/6/2 Pathways for the River Valley*

R. Ruckitt

5/23/16
Date

Name: _____
Title: *President, Board of Directors*

Exhibit G

Contractor Initials RP

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

Date 5/23/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *Developmental Services of Sullivan County
2161a Pathways of the River Valley*

R. Puckette

Name: *President, Board of Directors*
Title:

5/23/14

Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH Depr. of Health & Human Services
The State

Kathleen Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

June 4, 2016
Date

Developmental Services of Sullivan Co.,
216 1/2 Pathways of the River Valley
Name of the Contractor

R. Puckett
Signature of Authorized Representative

R. PUCKETT
Name of Authorized Representative

PRESIDENT BOARD OF DIRECTORS
Title of Authorized Representative

5/23/16
Date



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

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

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

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

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

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

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

Contractor Name: *Developmental Services of Sullivan County
d/b/a Pathways of the River Valley*

R. Puckett

5/23/16

Date

Name:

Title: *President, Board of Directors*



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: _____

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 Developmental Services of Sullivan County is a New Hampshire nonprofit corporation formed May 21, 1973. 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 23rd day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

1. Susan L Parry, 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 d/b/a Pathways of the River Valley
(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 5/23/16:
(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 31st day of May, 2016.
(Date Contract Signed)

4. Ralph Puckett is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Susan L Parry
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 31st day of May, 2016.

By Susan L. Parry
(Name of Elected Officer of the Agency)

Rhonda J. Hammond
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/26/20



CERTIFICATE OF LIABILITY INSURANCE

PATHW-1

OP ID: BB

DATE (MM/DD/YYYY)
05/23/2016

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):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Developmental Services of Sullivan County Inc. dba Pathways of the River Valley Michael Quinn, CFO 654 Main Street Claremont, NH 03743	INSURER A : *Hanover Insurance Company		
	INSURER B : Wesco Insurance Company		25011
	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			ZHVA348703	06/30/2015	06/30/2016	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 - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
	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			AHVA35882300	06/30/2015	06/30/2016	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 type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			UHVA348710	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	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 N/A		WWC3105091	07/01/2015	07/01/2016	<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	Data Processing			ZHVA348703	06/30/2015	06/30/2016	
A	Property Section			ZHVA348703	06/30/2015	06/30/2016	

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

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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**

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, 2015 and 2014, 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, 2015, 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, 2015 and 2014, 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, 2014 financial statements, and our report dated February 6, 2015, 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, 2014, 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*

Wolfeboro, New Hampshire
December 23, 2015

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 732,055	\$ 917,305
Accounts receivable, net	561,923	636,457
Bequest receivable	116,387	116,387
Prepaid expenses	<u>12,661</u>	<u>89,039</u>
Total current assets	<u>1,423,026</u>	<u>1,759,188</u>
NONCURRENT ASSETS		
Property, equipment and vehicles, net	1,586,666	1,594,483
Loan origination fees, net	2,255	4,510
Security deposits	7,547	6,795
Investment in insurance captive	<u>29,961</u>	<u>29,961</u>
Total noncurrent assets	<u>1,626,429</u>	<u>1,635,749</u>
TOTAL ASSETS	<u>\$ 3,049,455</u>	<u>\$ 3,394,937</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 227,912	\$ 215,140
Due to another area agency	-	74,000
Refundable advances	-	90,709
Accounts payable and accrued expenses	<u>1,011,547</u>	<u>1,230,341</u>
Total current liabilities	1,239,459	1,610,190
LONG TERM LIABILITIES		
Long term debt, net of current portion shown above	<u>265,844</u>	<u>467,900</u>
Total liabilities	1,505,303	2,078,090
NET ASSETS		
Unrestricted	<u>1,544,152</u>	<u>1,316,847</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,049,455</u>	<u>\$ 3,394,937</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, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
PUBLIC SUPPORT AND REVENUE		
Medicaid	\$ 17,553,867	\$ 16,664,494
Client and program fees	519,985	656,726
Division of Mental Health and Developmental Services	203,394	231,800
Grants	22,673	19,348
Contributions	50	117,670
Investment return	60	126
Gain on sale of property	3,750	520
Other	<u>84,652</u>	<u>50,245</u>
Total public support and revenue	<u>18,388,431</u>	<u>17,740,929</u>
EXPENSES		
Program Services		
Service coordination	1,214,537	959,358
Combined day services	1,162,940	1,154,248
Early support services	396,066	376,858
Enhanced family care	1,866,533	1,843,259
Independent living	3,319,718	2,856,092
Community residences	5,448,188	3,898,811
Community support	189,915	196,008
Subcontractors	2,469,676	4,092,319
Family support	<u>402,465</u>	<u>276,119</u>
Total program services	16,470,038	15,653,072
Supporting Activities		
General management	<u>1,691,088</u>	<u>1,815,576</u>
Total expenses for program and support services	<u>18,161,126</u>	<u>17,468,648</u>
CHANGE IN NET ASSETS	227,305	272,281
NET ASSETS, BEGINNING OF YEAR	<u>1,316,847</u>	<u>1,044,566</u>
NET ASSETS, END OF YEAR	<u>\$ 1,544,152</u>	<u>\$ 1,316,847</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, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 227,305	\$ 272,281
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	126,605	101,370
Gain on sale of assets	(3,750)	-
Changes in assets and liabilities		
Increase in accounts receivable - net	74,534	(294,534)
Increase in bequest receivable	-	(116,387)
Decrease (increase) in prepaid expenses	76,378	(39,086)
Increase in security deposits	(752)	-
Decrease in refundable advances	(90,709)	(8,266)
Decrease in accounts payable and accrued expenses	<u>(218,794)</u>	<u>(162,551)</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>190,817</u>	<u>(247,173)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, equipment and vehicles	(87,334)	(141,015)
Proceeds from sale of assets	<u>3,750</u>	<u>-</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(83,584)</u>	<u>(141,015)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Decrease in due to another area agency	(74,000)	(74,000)
Repayment of debt	<u>(218,483)</u>	<u>(199,935)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(292,483)</u>	<u>(273,935)</u>
NET DECREASE IN CASH	(185,250)	(662,123)
CASH AT BEGINNING OF YEAR	<u>917,305</u>	<u>1,579,428</u>
CASH AT END OF YEAR	<u>\$ 732,055</u>	<u>\$ 917,305</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 35,867</u>	<u>\$ 46,732</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Equipment financed by long term debt	<u>\$ 29,199</u>	<u>\$ 105,371</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUE
FOR THE YEAR ENDED JUNE 30, 2015
WITH COMPARATIVE TOTALS FOR 2014

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2015 All Programs	Total 2014 All Programs
PUBLIC SUPPORT AND REVENUE												
Medicaid		\$ 753,454	\$ 867,806	\$ 506,558	\$ 2,958,186	\$ 3,724,796	\$ 5,692,023	\$ 130,115	\$ 2,710,556	\$ 210,373	\$ 17,553,867	\$ 16,664,494
Client and program fees	17,502			7,533	138,841	16,283	296,626		43,200		519,985	656,726
Division of Mental Health and Developmental Services				56,363	189,589						203,394	231,800
Grants	\$ 22,673										22,673	19,348
Investment return	60										60	126
Contributions	50										50	117,670
Gain on sale of property	3,750										3,750	520
Other	8,875	772	46,850		25,604	423	120	2,008			84,652	50,245
Total public support and revenue	\$ 10,352	\$ 754,226	\$ 914,656	\$ 570,454	\$ 3,312,220	\$ 3,741,502	\$ 5,988,769	\$ 132,123	\$ 2,753,756	\$ 210,373	\$ 19,388,431	\$ 17,740,929

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
dlb/a
PATHWAYS OF THE RIVER VALLEY

**STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JUNE 30, 2015
 WITH COMPARATIVE TOTALS FOR 2014**

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2015 All Programs	Total 2014 All Programs
PERSONNEL COSTS												
Salaries and wages	\$ 746,693	\$ 739,817	\$ 653,678	\$ 147,484	\$ 150,470	\$ 887,317	\$ 2,192,026	\$ 99,114	\$ 8,367	\$ 2,180	\$ 5,618,779	\$ 5,792,868
Employee benefits	105,928	85,048	128,246	6,752	17,828	203,828	246,632	42,129		5,233	841,624	1,033,514
Payroll taxes	81,666	54,882	49,548	10,652	11,815	61,017	159,465	6,496		10	435,551	440,422
PROF. FEES AND CONSULTANTS												
Client treatment/services		52,649	27,150	178,013	1,590,101	1,685,917	15,101	245		191,581	3,749,124	3,523,003
Fees/payroll preparation	152	3,306	5,069	1,790	1,603	7,498	14,776	1,619		66	35,879	41,528
Subcontractors	39,109	3,000				92,380	1,945,374		2,413,183	16,035	4,509,081	4,015,102
Accounting/auditing fees	49,588										26,500	55,000
Legal fees	26,500										23,000	23,000
Other professional fees	151,633	25,588	14,292	1,023	3,069	8,200	74,369		2,700		280,874	246,834
STAFF DEVELOPMENT AND TRAINING												
Journals and publications	398	221	50				933				1,602	2,633
Conferences and conventions	1,494	1,515	2,309	1,514	105	1,033	8,386			2,102	15,911	8,164
Other staff development	24,601	47,351	1,464		263		970	150			77,346	84,307
OCCUPANCY COSTS												
Rent	14,164		41,655		20,212		27,212			3,954	107,197	147,371
Heating costs	8,803	7,296	3,626	1,389	2,516	1,737	46,957			2,035	74,359	96,111
Other utilities	5,727	5,363	8,339	1,022	4,096	1,278	68,099			1,819	95,743	98,187
Other occupancy costs	20,669	11,926	6,539	3,440	2,478	2,658	86,405	23		48,005	182,143	133,468
CONSUMABLE SUPPLIES												
Office	7,456	7,374	4,025	1,842		1,870	8,183			355	31,105	31,281
Building/household	2,449	2,088	1,095	397	19	471	28,511				35,030	32,458
Food	38	17	599	39	49	720	70,704	31		940	73,137	85,327
Medical			25		241	1,285	3,459			102	5,112	22,158
EQUIPMENT RENTAL	18,934	7,247	1,721	1,379	7,814	1,808	1,526	16			40,445	46,777
EQUIPMENT MAINTENANCE-IT	84,693	7,713	12,596	4,583	1,063	12,090	24,810	2,127		53	149,728	106,354
EQUIPMENT MAINTENANCE-OTHER	2,658	2,155	9,378	411	1,459	880	25,739			2,280	44,960	57,487
DEPRECIATION AND AMORTIZATION	65,870	16,475	15,954	274	4,356	56,105					126,605	101,370
ADVERTISING	41,418	710	162	3,850	1,849	12,190	24,192	54		246	116,174	99,030
PRINTING	5,250			1,875	1,048	108	282				8,441	3,947
TELEPHONE	6,428	5,668	7,819	1,192		5,028	32,956	2,384		1,048	63,571	70,197
POSTAGE/SHIPPING	7,150	6,439	1,291	1,227	20	1,533	193				17,853	16,009
Total carried forward	\$ 1,519,469	\$ 1,093,848	\$ 996,630	\$ 370,148	\$ 1,822,474	\$ 2,990,846	\$ 5,163,365	\$ 154,388	\$ 2,421,550	\$ 280,744	\$ 16,813,462	\$ 16,413,907

See Notes to Financial Statements

(Continued)

(Continued)

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH COMPARATIVE TOTALS FOR 2014**

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2015 All Programs	Total 2014 All Programs
Total carried forward	\$ 1,519,469	\$ 1,093,848	\$ 996,630	\$ 370,148	\$ 1,822,474	\$ 2,990,846	\$ 5,163,365	\$ 154,388	\$ 2,421,550	\$ 280,744	\$ 16,813,462	\$ 16,413,907
TRANSPORTATION												
Staff	9,583	31,115	33,828	14,791	7,629	47,657	47,858	4,161		1,140	197,762	205,873
Clients	244	674	44,227		694	70,986	9,918	10,043		16	136,802	133,880
ASSISTANCE TO INDIVIDUALS												
Client assistance		37,110	1,108		4,872	94,800	2,977	337	3,347	109,937	254,488	101,044
Clothing			598	370	4,397	297	13,576	453		870	20,561	34,962
Community integration												
INSURANCE												
Malpractice and bonding	6,879		1,404		182		5,813				14,278	19,619
Vehicles	13,082		3,442		4,200	1,234	9,784				31,742	25,477
Property and liability	18,030		2,649		572		20,250				41,501	40,419
Workers compensation	51,333	48,769	66,733	10,269	10,267	112,945	159,129	20,533		2,566	482,544	342,131
MEMBERSHIP DUES		518									790	5,592
BAD DEBTS	26,000										26,000	33,000
Interest expense	19,239		2,267	488	2,354	953	12,007				35,867	46,732
Miscellaneous	26,957	2,503	10,054		8,892		3,511		44,779	7,192	105,329	66,012
Total functional expenses	\$ 1,681,088	\$ 1,214,537	\$ 1,162,940	\$ 396,088	\$ 1,866,533	\$ 3,319,718	\$ 5,448,188	\$ 189,915	\$ 2,469,676	\$ 402,465	\$ 18,161,126	\$ 17,469,648

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

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

Pathways 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, 2015 and 2014, 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

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, 2015 and 2014, the allowance for doubtful accounts was approximately \$19,000 and \$16,000, 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, 2015 and 2014 was \$124,350 and \$99,115, respectively.

Loan Origination Fees

Loan origination fees associated with the refinancing of Pathways' note payable on March 31, 2013 (Note 5) 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 for years ended June 30, 2015 and 2014.

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, and short-term notes payable. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2015 and 2014.

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, 2014, 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 \$227,303 and \$231,718 at June 30, 2015 and 2014, 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 2011.

2. INVESTMENT RETURN

The investment returns for the years ended June 30, 2015 and 2014 represents interest income from bank accounts.

3. PROPERTY, EQUIPMENT AND VEHICLES

As of June 30, 2015 and 2014, property, equipment and vehicles consisted of the following:

	<u>2015</u>	<u>2014</u>
Land and buildings	\$ 2,003,208	\$ 1,979,052
Furniture, equipment and software	345,180	284,002
Vehicles	287,120	280,421
Leasehold improvements	<u>78,787</u>	<u>78,787</u>
	2,714,295	2,622,262
Less accumulated depreciation	<u>1,127,629</u>	<u>1,027,779</u>
Property, equipment and vehicles, net	<u>\$ 1,586,666</u>	<u>\$ 1,594,483</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, 2015 and 2014.

5. **NOTES PAYABLE**

The notes payable as of June 30, 2015 and 2014 consisted of the following:

	<u>2015</u>	<u>2014</u>
5.976% note payable to a bank in monthly installments of principal and interest of \$5,626 through June, 2016. The note is collateralized by a first mortgage on the land and buildings of Pathways.	\$ 68,613	\$ 130,319
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 .1535% to .1859% for July, 2014 to June, 2015 and .1504% to .1911% for July, 2013 through June, 2014) plus 4.75%. This resulted in an interest rate of 4.91% at both June 30, 2015 and 2014. The note matures on March 16, 2018, and is secured by a first security interest in all assets.	304,574	417,374
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 June, 2019. The notes have interest rates ranging from 3.99% to 7.20% and are collateralized by vehicles owned by Pathways.	<u>120,569</u>	<u>135,347</u>
	493,756	683,040
Less current portion due within one year	<u>227,912</u>	<u>215,140</u>
Total long term debt	<u>\$ 265,844</u>	<u>\$ 467,900</u>

At June 30, 2015, 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 \$373,187 at June 30, 2015. 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, 2015 were as follows:

Year Ending June 30	<u>Amount</u>
2016	\$ 227,912
2017	150,185
2018	104,309
2019	<u>11,350</u>
	<u>\$ 493,756</u>

6. 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 was repaid in full by Pathways during the year ended June 30, 2015.

7. 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 \$107,197 and \$147,371 for the years ended June 30, 2015 and 2014, respectively. The future minimum annual lease payments for these leases are as follows:

Year Ending June 30	<u>Amount</u>
2016	\$ 51,566
2017	<u>1,207</u>
Total	<u>\$ 52,773</u>

8. CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

Pathways' services are performed within Sullivan County and Grafton County, New Hampshire. For the years ended June 30, 2015 and 2014, approximately 95% and 94%, respectively, 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, 2015 and 2014 was \$518,334 and \$572,248, respectively. 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, 2015 and 2014 cash balances in excess of FDIC coverage aggregated \$577,298 and \$777,553, respectively

9. **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, 2015 and 2014 were \$94,081 and \$99,285, respectively.

10. **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

11. **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, 2015 and 2014.

12. **CLIENT FUNDS**

As of June 30, 2015 and 2014, Pathways has custody of funds on behalf of its consumers in the amount of \$50,991 and \$85,649, respectively.

13. **BEQUEST RECEIVABLE**

During the year ended June 30, 2014, Pathways learned they were named a beneficiary of a trust. The bequest receivable was recorded at the amount Pathways has been informed they will receive. The total amount receivable due from the bequest as of June 30, 2015 and 2014 was \$116,387. The bequest was received subsequent to June 30, 2015.

14. **RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

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. 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 December 23, 2015, the date the financial statements were available to be issued.



BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

PRESIDENT

Ralph Puckett

VICE PRESIDENT

Patricia Witthaus

SECRETARY/TREASURER

Susan Parry

MEMBERS AT LARGE

Kelly McCarthy* (Adult/Self Advocacy Group)

Rose Ann Tardiff* (Adult/Self Advocacy Group)

Ted Brayman

Susan Truman* (Family Support Council)

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

COMMERCIAL BANKING OFFICER

1981-1983

Community Banking Officer and Middle Market Relationship Manager

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 [REDACTED] October '01 -March '02

- 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]

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 17 (7/1/16 - 6/30/17)		
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)
Mark Mills, CEO	\$124,300	0.00%	0.00%	\$0.00
Dora Markwell, COO	\$85,000	0.00%	0.00%	\$0.00
Mike Quinn, CFO	\$102,000	0.00%	0.00%	\$0.00
Cory Shomphe, Director of Family Services	\$66,513	0.00%	0.00%	\$0.00
Paul Vittum	\$49,958	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: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-03)

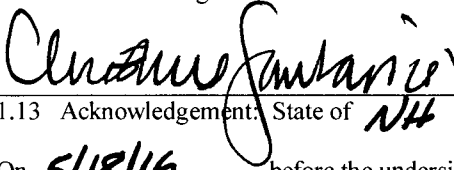

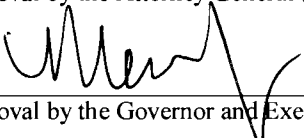
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

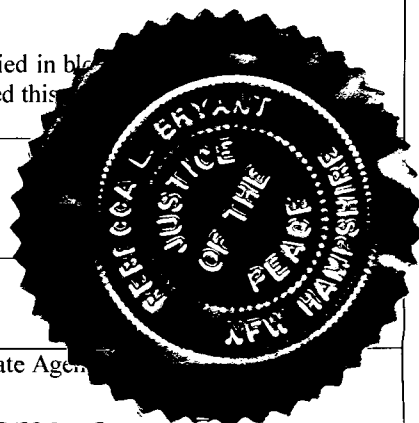
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Community Services Council		1.4 Contractor Address 719 North Main Street Laconia, NH 03246	
1.5 Contractor Phone Number 603-581-1505	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,215,684
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
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>5/18/16</u> , before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed this 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 REBECCA L. BRYANT Justice of the Peace - New Hampshire My Commission Expires February 12, 2019			
1.14 State Agency Signature Kathleen Dunn Date: <u>5/27/16</u>		1.15 Name and Title of State Agency Kathleen A. Dunn, Assoc. 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) (if applicable) By:  On: <u>Megan A. York - Attorney</u> <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

1. 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 and/or Employment 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 Community Participation 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

CU
 5/10/14



Exhibit A

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 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, shall be the Effective Date, that is, July 1, 2016, 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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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.

2.11. No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services

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from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

- 2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:
- 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
 - 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
 - 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
 - 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. WORKFORCE DEVELOPMENT

- 2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:
- 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
 - 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
 - 2.12.1.3. Implement the Plan;
 - 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-mrg>

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- 2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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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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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2. Community Participation Services and/or Employment 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 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.

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	207	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.
- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.



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- 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
- 3.8.2. All staff will have current individualized professional development plans updated at least annually.
- 3.8.3. All staff will have training at least annually in procedural safeguards.
- 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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	460	0	350	110	122,328	F00

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.

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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 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.

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- 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,
 - 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.

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

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7. Residences Which May Also Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.

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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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9. Service Coordination

- 9.1. The Contractor agrees to employ 16 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 410 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 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 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

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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
A TECH Services 57 Regional Drive, Suite 7 Concord, New Hampshire 03301	555	147	244	46	117	2	B20

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	61546
Community Participation Services					
	LRCSC	D00	Day	133	226553
	LRCSC	D00	SEP	24	381139
In Home Support Services					
	LRCSC	I00	In Home Supports	27	324
Residences Which May Also Provide Community Participation Services					
	DRF	C09	Residential	1	365
	LRCSC	C00	Consolidated Services	1	24
	LRCSC	C00	Day	40	161893
	LRCSC	C00	Residential	43	15540
Residential Services					
	LRCSC	R00	Residential	84	30573
Services to Persons With Acquired Brain Disorders					
	LRCSC	I00	Consolidated Services	2	24
	LRCSC	D00	Day	6	30594
	LRCSC	C00	Day	6	21982
	LRCSC	R00	Residential	13	4718
	LRCSC	C00	Residential	7	2285
Participant Directed and Managed Services					
	LRCSC	I00	Consolidated Services	70	996



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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$77,759 – 6% 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. \$1,137,925 – 94 % 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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5/17/16

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



- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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.
- 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



Exhibit B

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



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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5/17/16



- 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.

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5/18/16



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."

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“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.

CU
5/18/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: *LAKES REGION COMMUNITY SERVICES COUNCIL*

5/18/16
Date

Christine Sammiello
Name: *CHRISTINE SAMMIELLO*
Title: *Executive Director*

Contractor Initials: *CS*
Date: *5/10/14*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *LAKES REGION COMMUNITY SERVICES COUNCIL*

5/18/16
Date

Christine Santaniello
Name: *Christine Santaniello*
Title: *Executive Director*



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *LAKES REGION Community Services Council*

5/18/16
Date

Christine Santaniello
Name: *CHRISTINE SANTANIELLO*
Title: *EXECUTIVE DIRECTOR*

Contractor Initials *CS*
Date *5/18/16*



**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

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

Contractor Initials

CS

Date

5/10/14



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 COUNCIL

5/18/16
Date

Christine Santanietto
Name: CHRISTINE SANTANIETTO
Title: EXECUTIVE DIRECTOR



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *LAKE REGION Community SERVICES Council*

5/18/16
Date

Christine Santaniello
Name: *Christine Santaniello*
Title: *Executive Director*

Contractor Initials *CS*
Date 5/18/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHHS/OmbP
The State

Kathleen Dunn
Signature of Authorized Representative

Kathleen A Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/27/16
Date

Lakes Region Community Services Council
Name of the Contractor

Christine Santaniello
Signature of Authorized Representative

CHRISTINE SANTANIELLO
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/18/16
Date



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

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

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

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

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

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

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

Contractor Name: *LAKES Region Community Services Council*

Christine Santaniello
Name: *Christine Santaniello*
Title: *Executive Director*

5/18/16
Date

Contractor Initials *CS*
Date *5/18/16*



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: 122778277
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:

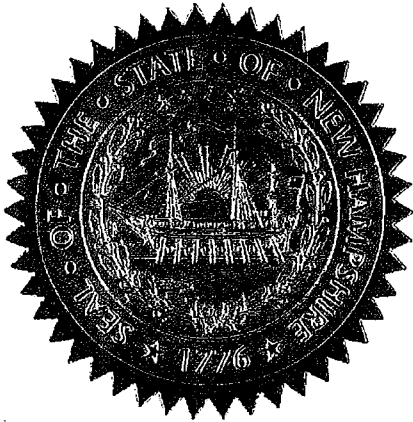
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 13th day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Lakes Region Community Services Council.
(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 February 17, 2016:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
The 18th day of May, 2016.
(Date Contract Signed)

4. Christine Santaniello is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Carrie Chase
(Signature of the Elected Officer)

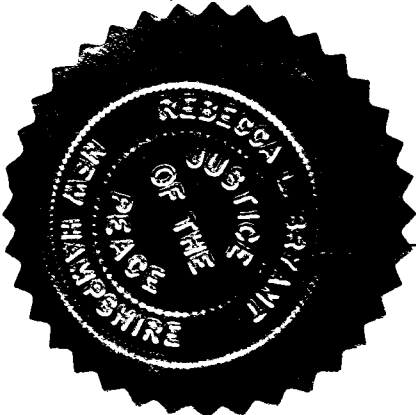
STATE OF New Hampshire

County of Belknap

The forgoing instrument was acknowledged before me this 18th day of May, 2016,

By Christine Santaniello.
(Name of Elected Officer of the Agency)

Rebecca Bryant
(Notary Public/Justice of the Peace)



REBECCA L. BRYANT
Justice of the Peace - New Hampshire
My Commission Expires February 12, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2016

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 PHONE (A/C, No, Ext): 603-524-4535 FAX (A/C, No): 603-528-4442 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Citizen Insurance Company</td> <td style="border: none;">31534</td> </tr> <tr> <td style="border: none;">INSURER B : Hanover Insurance Company</td> <td style="border: none;">22292</td> </tr> <tr> <td style="border: none;">INSURER C : Granite State Work Comp Manuf</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizen Insurance Company	31534	INSURER B : Hanover Insurance Company	22292	INSURER C : Granite State Work Comp Manuf		INSURER D :		INSURER E :		INSURER F :	
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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 <input type="checkbox"/> OTHER			ZBV8974270	12/01/2015	12/01/2016	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																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ABV8928387	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV8929075	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$																				
C	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	WC0120150000661	01/01/2016	01/01/2017	<table style="width: 100%; border: none;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">PER STATUTE</td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$</td> <td style="text-align: right;">1,000,000</td> </tr> </table>		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
	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)

Statutory States: NH.

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
---	---

LAKES REGION COMMUNITY SERVICES

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, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

JUNE 30, 2015 AND 2014

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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, 2015 and 2014, 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, 2015.

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, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2015 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, 2014 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated September 24, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, 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 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.

*Lewis, McDonnell & Roberts
Professional Association*

Wolfeboro, New Hampshire
October 8, 2015

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 3,126,439	\$ 2,408,009
Accounts receivable:		
Medicaid	1,028,417	1,202,267
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2015 and 2014	304,408	274,923
Prepaid expenses	<u>146,044</u>	<u>187,420</u>
Total current assets	<u>4,605,308</u>	<u>4,072,619</u>
PROPERTY AND EQUIPMENT, NET	<u>3,935,639</u>	<u>4,002,298</u>
OTHER ASSETS		
Deposits	<u>41,879</u>	<u>62,608</u>
Total assets	<u>\$ 8,582,826</u>	<u>\$ 8,137,525</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 48,605	\$ 47,643
Accounts payable	883,073	832,313
Accrued salaries, wages, and related expenses	361,033	305,537
Accrued earned time	339,524	319,362
Refundable advances	91,698	67,701
Other accrued expenses	<u>113,885</u>	<u>213,786</u>
Total current liabilities	<u>1,837,818</u>	<u>1,786,342</u>
LONG TERM LIABILITIES		
Due to affiliates, net	139,855	173,978
Long term debt, less current portion shown above	<u>303,733</u>	<u>352,338</u>
Total long term liabilities	<u>443,588</u>	<u>526,316</u>
Total liabilities	<u>2,281,406</u>	<u>2,312,658</u>
NET ASSETS		
Unrestricted	4,798,990	4,272,274
Temporarily restricted	<u>1,502,430</u>	<u>1,552,593</u>
Total net assets	<u>6,301,420</u>	<u>5,824,867</u>
Total liabilities and net assets	<u>\$ 8,582,826</u>	<u>\$ 8,137,525</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2015</u>	<u>2014</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,337,236	\$ -	\$ 1,337,236	\$ 1,285,035
Medicaid	19,702,889	-	19,702,889	18,802,354
Client resources	97,739	-	97,739	90,604
Other third party payers	110,998	-	110,998	85,443
Public support	378,644	-	378,644	404,889
Private foundations	69,000	-	69,000	61,350
Production/service income	290,977	-	290,977	270,569
Investment	885	-	885	760
State of New Hampshire - DDS	1,014,322	-	1,014,322	1,012,140
Management fees	20,835	-	20,835	19,547
Other	781,520	-	781,520	811,038
Total revenues	<u>23,805,045</u>	<u>-</u>	<u>23,805,045</u>	<u>22,843,729</u>
Expenses				
Program services				
Service coordination	1,128,565	-	1,128,565	1,079,745
Day programs	4,411,040	-	4,411,040	4,316,865
Early intervention	600,547	-	600,547	632,665
Enhanced family care	3,426,642	-	3,426,642	3,320,421
Community options	243,383	-	243,383	259,666
Community residences	6,101,405	-	6,101,405	6,246,814
Transportation	63,590	-	63,590	100,733
Family support	3,302,510	-	3,302,510	3,065,004
Other DDS	85,035	-	85,035	26,010
Other programs	1,615,441	-	1,615,441	1,499,485
Supporting activities				
General management	2,286,853	50,163	2,337,016	2,119,361
Fundraising	13,318	-	13,318	12,606
Total expenses	<u>23,278,329</u>	<u>50,163</u>	<u>23,328,492</u>	<u>22,679,375</u>
CHANGE IN NET ASSETS	526,716	(50,163)	476,553	164,354
NET ASSETS, BEGINNING OF YEAR	<u>4,272,274</u>	<u>1,552,593</u>	<u>5,824,867</u>	<u>5,660,513</u>
NET ASSETS, END OF YEAR	<u>\$ 4,798,990</u>	<u>\$ 1,502,430</u>	<u>\$ 6,301,420</u>	<u>\$ 5,824,867</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 476,553	\$ 164,354
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	228,851	207,944
(Increase) decrease in assets:		
Accounts receivable	144,365	560,585
Prepaid expenses	41,376	(30,874)
Deposits	20,729	(5,054)
Increase (decrease) in liabilities:		
Accounts payable	50,760	11,068
Accrued salaries, wages, and related expenses	55,496	(9,463)
Accrued earned time	20,162	13,190
Refundable advances	23,997	(8,950)
Other accrued expenses	(99,901)	107,557
	<u>962,388</u>	<u>1,010,357</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(162,192)</u>	<u>(114,327)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(162,192)</u>	<u>(114,327)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(47,643)	(46,701)
Decrease in due to affiliates	<u>(34,123)</u>	<u>(34,797)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(81,766)</u>	<u>(81,498)</u>
NET INCREASE IN CASH	718,430	814,532
CASH, BEGINNING OF YEAR	<u>2,408,009</u>	<u>1,593,477</u>
CASH, END OF YEAR	<u>\$ 3,126,439</u>	<u>\$ 2,408,009</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 7,558</u>	<u>\$ 8,507</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
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	\$ 695,625	\$ 2,619,878	\$ 405,058	\$ 202,610	\$ 157,630
Employee benefits	196,732	740,243	109,157	54,664	43,829
Payroll taxes	49,514	204,071	27,098	12,698	10,161
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	39,497	-	-	3,042,444	-
Accounting/auditing	-	-	-	-	-
Legal	2,842	-	-	-	-
Subcontract services	27,017	-	-	46,761	-
Other professional fees	32,546	14,904	129	656	72
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	-
Conference/conventions	931	754	1,312	-	-
Other staff development	1,000	10,841	-	-	-
OCCUPANCY COSTS					
Rent	10,143	86,408	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	990	26,736	-	-	-
Repairs and maintenance	217	3,769	-	-	107
Other occupancy costs	40,024	24,703	30,456	16,357	2,726
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	677	7,562	1,341	512	39
Building/household	78	1,125	-	-	-
Client	680	5,128	-	23,372	-
Medical supplies	110	9	-	-	-
ASSISTANCE TO INDIVIDUALS	2,428	389	332	-	-
PRODUCT SALES	-	33,709	-	-	-
EQUIPMENT RENTAL	-	-	-	-	-
EQUIPMENT MAINTENANCE	-	412	3,428	1,557	-
DEPRECIATION	-	1,132	16	-	-
ADVERTISING	-	251	189	942	-
PRINTING	508	25	846	2,086	-
TELEPHONE	197	7,586	-	503	-
POSTAGE	65	170	-	-	-
TRANSPORTATION	24,012	440,527	18,826	17,650	28,819
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	250	397	400	-	-
CLIENT PAYMENTS	330	174,838	1,011	210	-
INTEREST	-	-	-	-	-
OTHER	2,152	5,473	948	3,620	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,128,565</u>	<u>\$ 4,411,040</u>	<u>\$ 600,547</u>	<u>\$ 3,426,642</u>	<u>\$ 243,383</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
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	\$ 2,873,372	\$ 19,505	\$ 1,172,812	\$ -	\$ 993,785
Employee benefits	794,830	5,390	327,830	-	294,493
Payroll taxes	203,159	1,314	83,755	-	71,827
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	159,915	-	1,155,112	25,668	-
Accounting/auditing	-	-	-	-	92,888
Legal	-	-	-	-	34,428
Subcontract services	1,403,016	-	218,385	-	-
Other professional fees	2,655	-	13,902	53,677	132,883
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	101	-	195	-	670
Conference/conventions	371	-	5,629	-	14,112
Other staff development	11,590	-	14,197	-	28,276
OCCUPANCY COSTS					
Rent	174,348	-	10,393	-	-
Mortgage payments	9,366	-	-	-	-
Utilities	119,224	-	990	-	56,475
Repairs and maintenance	28,525	-	17	-	91,079
Other occupancy costs	14,050	-	11,027	-	(173,622)
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	10,241	-	808	-	32,507
Building/household	19,977	-	129	-	742
Client	115,175	-	3,776	-	6,430
Medical supplies	1,920	-	9,702	-	-
ASSISTANCE TO INDIVIDUALS	-	-	33,841	-	250
PRODUCT SALES	-	-	-	-	-
EQUIPMENT RENTAL	-	-	-	-	34,361
EQUIPMENT MAINTENANCE	4,599	-	-	-	47,765
DEPRECIATION	16,366	-	-	-	211,337
ADVERTISING	-	-	2,683	-	11,396
PRINTING	-	-	465	-	7,572
TELEPHONE	6,254	-	-	-	80,409
POSTAGE	-	-	174	-	16,257
TRANSPORTATION	122,914	37,381	166,002	5,369	4,418
INSURANCE	-	-	-	-	100,743
MEMBERSHIP DUES	-	-	67,818	-	43,476
CLIENT PAYMENTS	8,157	-	89	-	17,101
INTEREST	-	-	-	-	7,558
OTHER	1,280	-	2,779	321	77,400
TOTAL FUNCTIONAL EXPENSES	<u>\$ 6,101,405</u>	<u>\$ 63,590</u>	<u>\$ 3,302,510</u>	<u>\$ 85,035</u>	<u>\$ 2,337,016</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2015 Totals</u>	<u>2014 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ -	\$ 9,140,275	\$ 1,028,185	\$ 10,168,460	\$ 9,892,354
Employee benefits	-	2,567,168	285,734	2,852,902	2,696,368
Payroll taxes	-	663,597	76,258	739,855	736,715
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	837
Client treatment & therapies	-	4,422,636	62,919	4,485,555	4,477,194
Accounting/auditing	-	92,888	-	92,888	87,861
Legal	-	37,270	275	37,545	33,451
Subcontract services	-	1,695,179	14,739	1,709,918	1,683,528
Other professional fees	50	251,474	7,345	258,819	191,305
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	966	189	1,155	2,949
Conference/conventions	-	23,109	1,000	24,109	27,770
Other staff development	-	65,904	1,829	67,733	46,391
OCCUPANCY COSTS					
Rent	-	281,292	660	281,952	250,565
Mortgage payments	-	9,366	-	9,366	8,400
Utilities	-	204,415	-	204,415	167,112
Repairs and maintenance	-	123,714	150	123,864	126,145
Other occupancy costs	-	(34,279)	61,220	26,941	21,652
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	-	53,687	4,174	57,861	69,949
Building/household	-	22,051	-	22,051	22,761
Client	-	154,561	9,510	164,071	184,987
Medical supplies	-	11,741	-	11,741	19,735
ASSISTANCE TO INDIVIDUALS	-	37,240	10,937	48,177	51,724
PRODUCT SALES	-	33,709	-	33,709	26,901
EQUIPMENT RENTAL	-	34,361	-	34,361	35,459
EQUIPMENT MAINTENANCE	-	57,761	81	57,842	74,909
DEPRECIATION	-	228,851	-	228,851	207,944
ADVERTISING	-	15,461	2,047	17,508	7,452
PRINTING	-	11,502	5,252	16,754	19,556
TELEPHONE	-	94,949	60	95,009	80,561
POSTAGE	-	16,666	33	16,699	21,486
TRANSPORTATION	-	865,918	38,266	904,184	903,442
INSURANCE	-	100,743	-	100,743	84,496
MEMBERSHIP DUES	-	112,341	434	112,775	119,393
CLIENT PAYMENTS	-	201,736	483	202,219	200,263
INTEREST	-	7,558	-	7,558	8,507
OTHER	13,268	107,241	3,661	110,902	89,253
TOTAL FUNCTIONAL EXPENSES	<u>\$ 13,318</u>	<u>\$ 21,713,051</u>	<u>\$ 1,615,441</u>	<u>\$ 23,328,492</u>	<u>\$ 22,679,375</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

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, 2015 and 2014, the Council had unrestricted and temporarily restricted net assets.

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 Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 3.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in 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.

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, 2015 and 2014.

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, 2014, 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 2011.

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 October 8, 2015, the date the financial statements were available to be issued.

2. PROPERTY AND EQUIPMENT

As of June 30, 2015 and 2014, property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Buildings and improvements	\$ 3,895,746	\$ 3,883,984
Leasehold improvements	313,656	317,569
Furniture, fixtures and equipment	593,445	529,699
Vehicles	19,190	-
Land	<u>152,200</u>	<u>152,200</u>
Total	4,974,237	4,883,452
Less accumulated depreciation	<u>1,038,598</u>	<u>881,154</u>
Property and equipment, net	<u>\$ 3,935,639</u>	<u>\$ 4,002,298</u>

Depreciation expense for the years ended June 30, 2015 and 2014 amounted to \$228,851 and \$207,944, 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 \$3,000,000 and is renewable annually. Any borrowings of principal and accrued interest in excess of \$1,500,000 at December 31, 2014 were required to be paid in full. Effective December 22, 2014 the Council renewed the revolving line of credit through December 31, 2015 with maximum borrowings remaining at \$3,000,000. At October 8, 2015, 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, 2015, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 9). At June 30, 2015 and 2014, 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, 2015 and 2014.

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, 2015 and 2014, \$352,338 and \$399,981, respectively, was outstanding under the note payable.

The schedule of maturities of long term debt at June 30, 2015 is as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2016	\$ 48,605
2017	49,586
2018	50,587
2019	51,608
2020	52,650
Thereafter	<u>99,302</u>
Total	<u>\$ 352,338</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, 2015 and 2014 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, 2015 and 2014, 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, 2015 and 2014 was \$61,946 and \$49,520, respectively.

7. CONCENTRATION OF RISK

For the years ended June 30, 2015 and 2014, approximately 82% 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% of the total accounts receivable balances at June 30, 2015 and 2014.

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 \$316,313 and \$286,024 for the years ended June 30, 2015 and 2014, respectively.

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

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2016	\$ 132,432
2017	123,841
2018	70,140
2019	66,255
Thereafter	<u>13,500</u>
Total	<u>\$ 406,168</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>	<u>Amount</u>		<u>Purpose</u>
	<u>2015</u>	<u>2014</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>2015</u>	<u>2014</u>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of Homes
Greater Laconia Transit Agency	-	63,274	Prepaid Expenses Related to Affiliated Organization (See Below)

<u>Due (To)/From:</u>	<u>2015</u>	<u>2014</u>
Genera Corporation	\$(131,978)	\$(172,401)
Greater Laconia Transit Agency	<u>(7,877)</u>	<u>(1,577)</u>
	<u>\$(139,855)</u>	<u>\$(173,978)</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, 2015.

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 \$35,430 and \$56,291 for the years ended June 30, 2015 and 2014, respectively.

10. 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, 2015.

11. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2015 and 2014, client funds held by the Council aggregated \$263,332 and \$265,330, respectively.

12. 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, 2015 and 2014. 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, cash balances in excess of FDIC coverage aggregated \$6,198. There was no excess of FDIC coverage at June 30, 2015.

13. 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 \$3,239,985 and \$2,629,726, as of June 30, 2015 and 2014, respectively. Management, however, does not feel exposed to significant credit risk due to the collateralized nature of these investments.

14. 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, 2015
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	\$ -	\$ 4,126	\$ 17,287	\$ 815,596	\$ 3,116
Medicaid	719,580	3,721,743	662,220	3,741,069	252,148
Client resources	-	2,444	-	37,017	6,374
Other third party payers	-	110,998	-	-	-
Public support	-	7,938	3,608	-	-
Private foundations	-	500	-	-	-
Production/service income	2,264	288,713	-	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	-	-	-
Management fees	-	-	-	-	-
Other	<u>1,215</u>	<u>4,750</u>	<u>215</u>	<u>-</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	\$ <u>723,059</u>	\$ <u>4,141,212</u>	\$ <u>683,330</u>	\$ <u>4,593,682</u>	\$ <u>261,638</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2015
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>
Program fees	\$ 311,189	\$ -	\$ 6,999	\$ 62,571	\$ 22,908
Medicaid	6,321,383	-	4,107,993	-	(105,574)
Client resources	37,060	-	14,844	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	21,283
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	885
State of New Hampshire -DDS	-	-	-	-	1,014,322
Management fees	-	-	-	-	14,400
Other	<u>11,331</u>	<u>-</u>	<u>2,350</u>	<u>2,992</u>	<u>26,445</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 6,680,963</u>	<u>\$ -</u>	<u>\$ 4,132,186</u>	<u>\$ 65,563</u>	<u>\$ 994,669</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2015 Totals</u>	<u>2014 Totals</u>
Program fees	\$ -	\$ 1,243,792	\$ 93,444	\$ 1,337,236	\$ 1,285,035
Medicaid	-	19,420,562	282,327	19,702,889	18,802,354
Client resources	-	97,739	-	97,739	90,604
Other third party payers	-	110,998	-	110,998	85,443
Public support	36,711	69,540	309,104	378,644	404,889
Private foundations	-	500	68,500	69,000	61,350
Production/service income	-	290,977	-	290,977	270,569
Investment	-	885	-	885	760
State of New Hampshire - DDS	-	1,014,322	-	1,014,322	1,012,140
Management fees	-	14,400	6,435	20,835	19,547
Other	(11,188)	38,110	743,410	781,520	811,038
TOTAL FUNCTIONAL REVENUES	\$ 25,523	\$ 22,301,825	\$ 1,503,220	\$ 23,805,045	\$ 22,843,729

Lakes Region Community Services
Board of Directors 2015 - 2016

√*R. Stuart Wallace, President

[REDACTED]

Patricia Field

[REDACTED]

√ Margaret Selig, Vice-President

[REDACTED]

Dona Murray

[REDACTED]

√*Carrie Chase, Secretary

[REDACTED]

Ellen Young

[REDACTED]

√Randy Perkins, Treasurer

[REDACTED]

*Laura Main

[REDACTED]

√*Gary Lemay, Past Board President

[REDACTED]

*Matthew Canfield

[REDACTED]

√*Susan Gunther, Member-at-Large

[REDACTED]

Debra Laliberte

[REDACTED]

*Cynthia Mathews

[REDACTED]

*Lynn Hilbrunner

[REDACTED]

√ Denotes Executive Committee Member
* Denotes a Board Member Consumer
(6/17/15)



**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]

KEY ADMINISTRATIVE PERSONNEL

**NH Department of Health and Human Services
Bureau of Developmental Services**

Agency Name: Lakes Region Community Services

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

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)				
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)
Christine Santaniello, Executive Director	\$124,000	3.80%	75.00%	\$4,712.00
Rebecca Bryant, Director of Finance	\$89,050	3.80%	75.00%	\$3,383.90
Shannon Kelly, Director of Community Services	\$71,625	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)				\$8,095.90

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.

Subject: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-05)

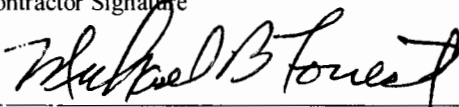

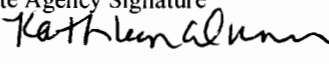
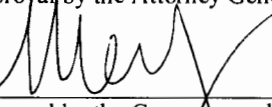
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Developmental Services, Inc.		1.4 Contractor Address 121 Railroad Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-1304 Ext262	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852 05-95-93-930010-7858	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$577,008
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MICHAEL B. FORREST, PRESIDENT	
1.13 Acknowledgement: State of NH , County of Cheshire On 6/3/16 , 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 14, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace JOEL Fitzpatrick, notary			
1.14 State Agency Signature  Date: 6/6/16		1.15 Name and Title of State Agency Signatory Kathleen A Duran, 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) (if applicable) By:  Megan A. Yade - Attorney On: 6/9/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials mf
Date 6/3/15

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MB
Date 6/3/15



Exhibit A

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 and/or Employment 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 Community Participation 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)
	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



Exhibit A

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 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, shall be the Effective Date, that is, July 1, 2016, 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.

6/3/16



Exhibit A

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.

2.11. No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services

WBL

4/3/16



Exhibit A

from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

- 2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:
- 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
 - 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
 - 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
 - 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. WORKFORCE DEVELOPMENT

- 2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:
- 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
 - 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
 - 2.12.1.3. Implement the Plan;
 - 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-mrg>

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2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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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2. Community Participation Services and/or Employment 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 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.

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	111	E26
RISE	224	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.

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Exhibit A –1

- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.
 - 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
 - 3.8.2. All staff will have current individualized professional development plans updated at least annually.
 - 3.8.3. All staff will have training at least annually in procedural safeguards.
 - 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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	380	0	224	156	65,227	F03, F22

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.

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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 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.

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- 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,
 - 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.

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- 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 discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

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Date 6/3/16



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7. Residences Which May Also Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.

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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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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 461 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 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 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

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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 Monadnock Developmental Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	Chesco	L20	Community Support Service	12	30903
	CK	L33	Community Support Service	6	11305
	CSNH	L25	Community Support Service	3	5857
	MWS	L30	Community Support Service	10	16883
	ON	L36	Community Support Service	1	3120
	PPI	L40	Community Support Service	1	2097
	REG 5	L13	Community Support Service	2	2626
	REG 5	L10	Community Support Service	2	3702
	RRI	L50	Community Support Service	5	8648
	SCS-NHNH	L35	Community Support Service	6	7683
Community Participation Services					
	Chesco	D20	Day	19	49235
	CK	D33	Day	1	1571
	REG 5	D13	Day	1	2635
	CSNH	D25	Day	4	20402
	LYRIS	D26	Day	5	18498
	MWS	D30	Day	17	68252
	ON	D36	Day	4	20086
	PPI	D40	Day	1	3042
	REG 5	D10	Day	7	25045
	REG 5	D03	Day	17	39306
	RRI	D50	Day	2	5799
	SCS-NHNH	D35	Day	26	106384
In Home Support Services					
	REG 5	I03	In Home Supports	38	478
Residences Which May Also Provide Community Participation Services					
	4WINDS	C29	Day	1	2577
	4WINDS	C29	Residential	1	313
	Chesco	C20	Day	35	135641
	Chesco	C20	Residential	39	11328
	CMRC	C21	Day	9	47194
	CMRC	C21	Residential	9	2614
	CSNH	C25	Day	9	38229
	CSNH	C25	Residential	10	2765

Exhibit A-2 Monadnock Developmental Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	Easter Seals	C22	Day	5	24342
	Easter Seals	C22	Residential	5	1484
	ARC	C18	Day	1	4966
	ARC	C18	Residential	2	626
	MWS	C30	Day	10	43675
	MWS	C30	Residential	11	2840
	Psalm 33	C41	Day	2	8699
	Psalm 33	C41	Residential	2	587
	REG 5	C10	Day	22	102741
	REG 5	C10	Residential	24	6845
	REG 5	C88	Community Support Service	1	2544
	REG 5	C88	Day	5	9874
	REG 5	C88	Residential	4	332
	RRI	C50	Day	9	36072
	RRI	C50	Residential	9	2577
	SIDD	C62	Day	2	10460
	SIDD	C62	Residential	2	595
	TOBIAS	C65	Day	2	10350
	TOBIAS	C65	Residential	2	626
Residential Services					
	Chesco	R20	Residential	10	2766
	CMRC	R21	Residential	2	665
	CSNH	R25	Residential	4	1221
	CK	R33	Residential	1	122
	LUK	R23	Residential	4	1064
	LYRIS	R26	Residential	5	1481
	MWS	R30	Residential	8	2311
	NEURO	R17	Residential	1	313
	PPI	R40	Residential	3	930
	REG 5	R13	Residential	1	365
	REG 5	R13	Residential	3	902
	REG 5	R10	Residential	9	2724
	RHF	R60	Residential	1	313
	RRI	R50	Residential	5	1357
	SCS-NHNH	R35	Residential	1	211
	TOBIAS	R65	Residential	1	302
Services to Persons With Acquired Brain Disorders					
	Chesco	C20	Day	2	8842

Exhibit A-2 Monadnock Developmental Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	Chesco	C20	Residential	2	468
	Chesco	D20	Day	2	5434
	Chesco	L20	Community Support Service	1	1568
	Chesco	R20	Residential	1	313
	CK	L33	Community Support Service	2	5369
	CMRC	C21	Day	3	12105
	CMRC	C21	Residential	3	885
	CSNH	C25	Day	1	5867
	CSNH	C25	Residential	1	310
	CSNH	D25	Day	1	3618
	CSNH	R25	Residential	1	179
	REG 5	I13	Consolidated Services	1	12
	REG 5	C10	Day	2	6085
	REG 5	C10	Residential	2	659
	REG 5	D10	Day	1	5502
	REG 5	R10	Residential	2	613
	RHF	C60	Day	4	15949
	RHF	C60	Residential	4	1143
	RHF	R60	Residential	1	286
	RRI	C50	Day	3	13411
	RRI	C50	Residential	3	795
Participant Directed and Managed Services					
	REG 5	I13	Consolidated Services	67	791
	REG 5	L13	Consolidated Services	1	12



Exhibit B

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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$138,217 – 24% 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 – 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.
 - 2.3. \$400,766 – 69% 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 2017 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

- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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



Exhibit B

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 for Family Support (Staff) Services and \$20,000 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

- 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.
- 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 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.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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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."

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6/3/16



"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 subcontractor that impact upon the Contractor's ability to perform the requirements of this Agreement.

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6/3/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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4/3/16

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

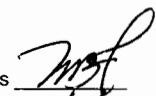
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

6/3/10
Date


Name: MICHAEL B. FORREST
Title: PRESIDENT

Contractor Initials 
Date 6/3/16



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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 Name:

6/3/16
Date


Name: MICHAEL B. FORRESI
Title: PRESIDENT

Contractor Initials MBF
Date 6/3/16



**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

[Handwritten Signature]
6/3/16



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).


LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/3/16
Date


Name: MICHAEL B FORREST
Title: PRESIDENT

Contractor Initials 
Date 6/3/16



**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

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

MBF

Date

6/3/16

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/3/16
Date

Michael B Forrest
Name: MICHAEL B FORREST
Title: PRESIDENT

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials MBF

Date 6/3/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/3/16
Date


Name: MICHAEL B FORREST
Title: PRESIDENT

Contractor Initials MBF
Date 6/3/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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6/3/16



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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1/3/16



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Dept. of Health & Human Services
The State

MONASNOCK Developmental Services INC.
Name of the Contractor

Matthew Quinn
Signature of Authorized Representative

Michael B Forrest
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

MICHAEL B FORREST
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

PRESIDENT
Title of Authorized Representative

June 6, 2016
Date

6/3/16
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

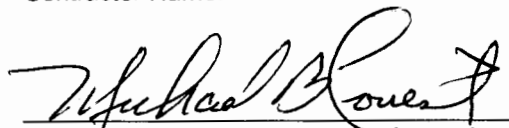
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/3/16
Date


Name: MICHAEL B. FORREST
Title: PRESIDENT

Contractor Initials MBF
Date 6/3/16



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: 158 556 217
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: _____

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 limited liability company formed on March 30, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

I, **Shelley Viles**, do hereby certify that:

- 1. I am a duly elected Officer of Monadnock Developmental Services, Inc.
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 23, 2016:

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 **3rd day of June, 2016**.

4. **Michael Forrest** is the duly elected President of the Board of Directors of the Agency.




 Shelley Viles, Vice-President of the Board of Directors

STATE OF New Hampshire

County of Cheshire

The forgoing instrument was acknowledged before me this 3rd day of June, 2016.

By Shelley Viles
(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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Tonja Kendall
	PHONE (A/C, No, Ext): (603) 668-3311 FAX (A/C, No): (603) 352-6707
	E-MAIL ADDRESS: tonja@wizinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: QBE Insurance Corp
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 16-17 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.

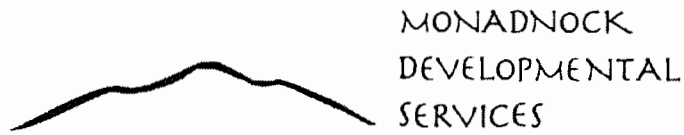
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	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)	\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
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 Y	N/A	Cov: State of NH QWC3000656 Excl: Michael Forrest & Donald Hayes	1/1/2016	1/1/2017	<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 R Wieczorek/TONJA
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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.

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, 2015, 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, 2015, 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 2014 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated October 27, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, 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 18 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.

*Lewis, McDonnell & Roberts
Professional Association*

November 11, 2015
Wolfeboro, New Hampshire

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2015 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

ASSETS

	<u>Monadnock Developmental Services, Inc.</u>	<u>Railroad Street Mill, Inc.</u>	<u>Eliminations</u>	<u>Consolidated Totals 2015</u>	<u>Consolidated Totals 2014</u>
Cash and equivalents	\$ 1,804,357	\$ 109,749	\$ -	\$ 1,914,106	\$ 1,877,690
Client funds	102,156	-	-	102,156	74,035
Accounts receivable:					
Medicaid	1,152,212	-	-	1,152,212	1,356,688
Other	133,383	-	-	133,383	147,313
Prepaid expenses	131,198	539	-	131,737	93,393
Deposits	11,535	-	-	11,535	15,485
Property and equipment, net of accumulated depreciation	1,572,978	2,876,196	-	4,449,174	4,787,372
Loan reserves	-	87,399	-	87,399	70,195
Assets held for sale	-	-	-	-	285,180
Investment in insurance captive	55,439	-	-	55,439	42,728
	<u>\$ 4,963,258</u>	<u>\$ 3,073,883</u>	<u>\$ -</u>	<u>\$ 8,037,141</u>	<u>\$ 8,750,079</u>
Total					

LIABILITIES AND NET ASSETS

LIABILITIES

Client funds	\$ 102,156	\$ -	\$ -	\$ 102,156	\$ 74,035
Accounts payable	1,227,106	44,468	-	1,271,574	1,136,276
Accrued salaries and wages and related expenses	641,176	-	-	641,176	627,922
Other accrued expenses	4,723	15,300	-	20,023	46,838
Refundable advances	166,129	-	-	166,129	203,927
Notes payable	693,606	2,853,115	-	3,546,721	3,781,616
Other long term liabilities	-	-	-	-	10,000
	<u>2,834,896</u>	<u>2,912,883</u>	<u>-</u>	<u>5,747,779</u>	<u>5,880,614</u>
Total liabilities					

NET ASSETS

Unrestricted:					
Board designated	386,617	-	-	386,617	189,160
Other unrestricted	1,693,139	161,000	-	1,854,139	2,631,699
Temporarily restricted	48,606	-	-	48,606	48,606
	<u>2,128,362</u>	<u>161,000</u>	<u>-</u>	<u>2,289,362</u>	<u>2,869,465</u>
Total net assets					
Total	<u>\$ 4,963,258</u>	<u>\$ 3,073,883</u>	<u>\$ -</u>	<u>\$ 8,037,141</u>	<u>\$ 8,750,079</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Monadnock Developmental Services, Inc.</u>	<u>Railroad Street Mill, Inc.</u>	<u>Eliminations</u>	<u>Consolidated Totals 2015</u>	<u>Consolidated Totals 2014</u>
CHANGES IN UNRESTRICTED NET ASSETS					
Revenues and Support					
Medicaid	\$24,601,346	\$ -	\$ -	\$24,601,346	\$24,954,587
Other program fees	816,460	-	-	816,460	877,875
Residential fees	449,295	-	-	449,295	470,413
Client resources	350,845	-	-	350,845	332,406
Rental income	165,948	375,638	(210,893)	330,693	357,319
State of New Hampshire - DDS	206,196	-	-	206,196	248,420
Grants	101,430	-	-	101,430	146,564
Production/service income	45,236	-	-	45,236	49,260
Vocational rehabilitation fees	38,523	-	-	38,523	50,701
United Way	38,250	-	-	38,250	36,750
Gain on sale of assets	28,212	-	-	28,212	7,941
Contributions and other public support	18,663	-	-	18,663	19,935
Local education	5,951	-	-	5,951	34,922
Investment income	1,205	68	-	1,273	1,342
Other income	70,155	5,811	-	75,966	51,231
Total revenues and support	<u>26,937,715</u>	<u>381,517</u>	<u>(210,893)</u>	<u>27,108,339</u>	<u>27,639,666</u>
Expenses					
Program services					
Service Coordination	1,713,885	-	(73,813)	1,640,072	1,691,443
Family support	559,482	-	(27,416)	532,066	579,219
Subcontracted area agency program services	14,598,647	-	-	14,598,647	14,022,026
In house area agency program services:					
ISO	4,796,184	-	(48,505)	4,747,679	5,107,639
CMISO	1,965,194	-	-	1,965,194	2,122,574
Other	1,142,891	-	-	1,142,891	1,235,801
Non DDS funded programs:					
MCST	419,384	-	-	419,384	341,348
Other Non DDS funded programs	1,045,689	-	-	1,045,689	887,927
Railroad Street Mill, Inc.	-	326,923	-	326,923	338,779
Supporting services					
General management	1,331,056	-	(61,159)	1,269,897	1,281,849
Total expenses	<u>27,572,412</u>	<u>326,923</u>	<u>(210,893)</u>	<u>27,688,442</u>	<u>27,608,605</u>
CHANGES IN NET ASSETS	(634,697)	54,594	-	(580,103)	31,061
NET ASSETS - BEGINNING OF YEAR	<u>2,763,059</u>	<u>106,406</u>	<u>-</u>	<u>2,869,465</u>	<u>2,838,404</u>
NET ASSETS - END OF YEAR	<u>\$ 2,128,362</u>	<u>\$ 161,000</u>	<u>\$ -</u>	<u>\$ 2,289,362</u>	<u>\$ 2,869,465</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2015	Consolidated Totals 2014
CASH FLOWS FROM OPERATING ACTIVITIES					
Changes in net assets	\$ (634,697)	\$ 54,594	\$ -	\$ (580,103)	\$ 31,061
Adjustments to reconcile increase in unrestricted net assets to net cash from operating activities:					
Depreciation and amortization	172,090	78,162	-	250,252	265,480
Gain on sale of assets	(28,212)	-	-	(28,212)	(7,941)
Loss on sale of assets	260,316	-	-	260,316	-
Imputed interest on long term debt	-	13,170	-	13,170	13,169
Forgiveness of other long term liabilities	(10,000)	-	-	(10,000)	(10,000)
Decrease (increase) in assets:					
Accounts receivable - Medicaid	204,476	-	-	204,476	93,595
Accounts receivable - Other	13,930	-	-	13,930	(22,861)
Prepaid expenses	(39,596)	1,252	-	(38,344)	7,147
Deposits	3,950	-	-	3,950	(400)
Investment in insurance captive	(12,711)	-	-	(12,711)	(6,238)
Increase (decrease) in liabilities:					
Accounts payable	133,452	5,171	-	138,623	158,753
Accrued salaries, wages and related expenses	13,254	-	-	13,254	116,819
Other accrued expenses	(26,667)	(148)	-	(26,815)	(53,466)
Refundable advances	(41,123)	-	-	(41,123)	13,472
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>8,462</u>	<u>152,201</u>	<u>-</u>	<u>160,663</u>	<u>598,590</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Additions to property and equipment	(54,158)	(6,000)	-	(60,158)	(124,497)
Increase in loan reserves	-	(17,204)	-	(17,204)	(17,197)
Proceeds from the sale of assets	201,180	-	-	201,180	13,000
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>147,022</u>	<u>(23,204)</u>	<u>-</u>	<u>123,818</u>	<u>(128,694)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Proceeds from long term borrowings	158,400	-	-	158,400	184,500
Repayment of long term debt	(347,693)	(58,772)	-	(406,465)	(378,921)
NET CASH USED IN FINANCING ACTIVITIES	<u>(189,293)</u>	<u>(58,772)</u>	<u>-</u>	<u>(248,065)</u>	<u>(194,421)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	(33,809)	70,225	-	36,416	275,475
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>1,838,166</u>	<u>39,524</u>	<u>-</u>	<u>1,877,690</u>	<u>1,602,215</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 1,804,357</u>	<u>\$ 109,749</u>	<u>\$ -</u>	<u>\$ 1,914,106</u>	<u>\$ 1,877,690</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program	In House Area Agency ISO Program	In House Area Agency CMISO Program	In House Area Agency Other Program	Total DDS Funded	MCST	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2015 Total	Eliminations	Consolidated Totals 2015	Consolidated Totals 2014
Salaries and wages	\$ 799,326	\$ 984,314	\$ 238,177	\$ -	\$ 2,113,278	\$ 741,954	\$ 227,067	\$ 5,104,116	\$ 233,988	\$ 360,656	\$ -	\$ 594,644	\$ 5,698,760	\$ -	\$ 5,698,760	\$ 5,814,194
Employee benefits	166,428	290,304	29,823	-	496,862	81,758	22,707	1,087,882	58,430	89,452	-	147,882	1,235,764	-	1,235,764	1,376,379
Payroll taxes	54,863	71,483	20,831	-	146,402	54,324	7,695	355,598	16,994	31,274	-	48,268	403,866	-	403,866	451,593
Family provider services	-	-	51,152	-	866,000	655,776	446,490	2,019,418	-	50	-	50	2,019,468	-	2,019,468	2,025,242
Respite care	-	-	182,107	-	46,448	69,477	29,428	327,460	-	-	-	-	327,460	-	327,460	321,463
Client treatment and care	-	28,247	4,307	39,162	121,575	10,466	42,708	246,465	935	-	-	935	247,400	-	247,400	257,391
Accounting fees	31,400	-	-	-	-	-	-	31,400	-	-	11,516	11,516	42,916	-	42,916	29,019
Legal fees	17,307	-	-	-	-	-	-	17,307	248	-	-	248	17,555	-	17,555	26,508
Other professional fees	72,535	110,082	930	-	2,916	9,999	1,861	198,323	603	13,697	-	14,300	212,623	-	212,623	259,333
Subcontractors	-	-	-	14,454,328	281,496	183,660	227,754	15,147,238	88,400	42,332	3,832	92,332	15,239,470	-	15,239,470	14,893,558
Staff development	10,409	1,342	786	-	19,651	4,550	255	36,993	3,637	1,492	-	5,125	42,122	-	42,122	42,167
Rent	62,467	101,229	-	-	201,661	43,438	725	409,520	-	48,101	-	48,101	457,621	(?10,893)	246,728	322,011
Mortgage payments	-	-	-	-	18,446	-	-	18,446	-	(44)	-	(44)	18,402	-	18,402	23,057
Utilities	4,713	7,801	-	-	55,429	635	478	69,056	-	42,140	67,191	109,331	178,387	-	178,387	227,231
Repairs and maintenance	-	-	-	-	1,365	902	-	2,467	-	38,601	16,223	54,824	57,291	-	57,291	55,079
Property taxes	-	-	-	-	20,079	-	-	20,079	-	1,000	27,127	28,127	48,206	-	48,206	48,209
Other occupancy costs	-	-	-	-	6,635	240	291	7,166	-	8,507	-	8,507	15,673	-	15,673	20,200
Home modifications	-	-	-	-	-	-	97,500	97,500	-	-	-	-	97,500	-	97,500	26,742
Office supplies	11,730	13,067	178	-	10,931	1,619	-	37,525	1,692	5,482	-	7,174	44,699	-	44,699	44,010
Building supplies	1,112	1,769	862	-	13,892	2,442	3,699	23,776	-	9,185	-	9,185	32,961	-	32,961	39,256
Client consumables	-	-	7,931	-	53,099	16,211	2,409	79,650	-	4,525	-	4,525	84,175	-	84,175	109,474
Production supplies	-	-	-	-	95	-	8,929	9,024	-	-	-	-	9,024	-	9,024	15,448
Medical supplies	-	-	-	-	5,668	2,971	2,635	11,274	-	253	-	253	11,527	-	11,527	11,251
Computer supplies	3,494	2,221	-	-	358	1,717	-	6,073	-	358	-	358	6,431	-	6,431	9,450
Equipment rental	6,589	7,672	-	-	5,177	-	-	21,155	-	-	-	-	21,155	-	21,155	16,720
Equipment maintenance	9,612	244	-	-	117	-	-	9,973	-	-	-	-	9,973	-	9,973	17,493
Depreciation expense	8,308	10,697	3,492	91,115	29,935	12,266	7,133	162,946	-	9,144	78,162	87,300	290,252	-	290,252	265,480
Advertising	(6,676)	(167)	-	-	14,215	3,872	1,180	12,424	723	418	-	1,141	13,565	-	13,565	16,201
Printing	581	1,853	73	-	2,418	1,025	14	5,964	549	2,096	-	2,845	8,609	-	8,609	10,096
Telephone	8,502	15,674	2,275	-	35,757	7,824	465	70,497	100	4,483	-	4,583	75,080	-	75,080	77,983
Postage	2,713	8,851	-	-	6,703	190	23	18,480	290	1,291	-	1,581	20,061	-	20,061	19,791
Transportation	6,661	34,481	16,534	597	183,438	56,545	9,816	398,072	12,248	47,252	-	59,500	367,572	-	367,572	378,845
Assistance to individuals	-	4,288	-	-	2,493	-	-	6,781	-	-	-	-	6,781	-	6,781	14,037
Insurance	18,049	17,593	-	13,445	24,749	1,058	1,629	77,323	-	20,253	8,803	29,056	106,379	-	106,379	111,640
Interest expense	-	-	-	-	5,012	-	-	5,012	-	29,600	114,005	143,605	148,617	-	148,617	159,275
Loss on sale of assets	-	-	-	-	-	-	-	-	-	280,316	-	280,316	280,316	-	280,316	280,316
Other expenses	40,133	840	24	-	3,684	275	-	44,956	547	16,107	64	16,716	61,674	-	61,674	72,179
Total functional expenses	\$ 1,331,056	\$ 1,713,885	\$ 559,482	\$ 14,598,647	\$ 4,796,184	\$ 1,965,184	\$ 1,142,891	\$ 26,107,339	\$ 419,384	\$ 1,045,689	\$ 326,923	\$ 1,791,995	\$ 27,899,335	\$ (210,893)	\$ 27,688,442	\$ 27,608,605

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**NOTES TO CONSOLIDATING FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

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 produce income for general or specific purposes.

As of June 30, 2015 and 2014, the Organization had unrestricted and temporarily restricted net assets.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2014, 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, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Land, buildings and improvements	\$ 5,565,135	\$ 5,842,166
Vehicles	683,309	682,547
Equipment	496,892	489,893
Furniture	<u>147,583</u>	<u>147,583</u>
	6,892,919	7,162,189
Less accumulated depreciation	<u>(2,443,745)</u>	<u>(2,374,817)</u>
Property, net	<u>\$ 4,449,174</u>	<u>\$ 4,787,372</u>

Depreciation expense for the years ended June 30, 2015 and 2014 was \$250,252 and \$265,480, 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 2012.

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, 2015 and 2014, 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 November 11, 2015, 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, 2015 and 2014. At June 30, 2015 and 2014, the uninsured balances aggregated \$1,659,414 and \$1,878,237, 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 \$55,439 and \$42,728, respectively at June 30, 2015 and 2014.

4. **DEMAND NOTE PAYABLE**

For the years ended June 30, 2015 and 2014, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2015 and 2014 was \$1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2015 and 2014, 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. During the year ended June 30, 2015, the remaining stakeholder 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, 2015 and 2014:

	<u>2015</u>	<u>2014</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% at June 30, 2015 and 2014, respectively. The note is collateralized by real estate owned by the Corporation.	\$ 12,299	\$ 17,240
Mortgage note payable to a bank in monthly installments for principal and interest of \$1,502 through February of 2016. Interest was 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. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2015.	-	28,992

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, 2015 and 2014. The note is collateralized by real estate owned by the Organization.	120,716	125,380
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.	115,531	121,531
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.	51,128	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% at June 30, 2015 and 2014, respectively. The note is collateralized by real estate owned by the Organization.	64,660	122,063
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 was 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. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2015.	-	24,038
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 was fixed for five years at 5.57%. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2015.	-	170,070

Mortgage note payable to a bank in monthly installments for principal and interest of \$939 through January of 2035. Interest is fixed for five years at 3.75%, then adjusting to prime plus .5%. The note is collateralized by real estate owned by the Organization.	156,147	-
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.	96,715	103,557
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, 2015 and 2014. The note is collateralized by real estate owned by the Organization.	5,908	15,832
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.	7,568	13,751
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.	35,186	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.	27,748	39,995

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.	2,517,865	2,576,637
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.	199,055	191,235
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.	<u>136,195</u>	<u>130,845</u>
	<u>\$ 3,546,721</u>	<u>\$ 3,781,616</u>

The scheduled maturities of long term debt as of June 30, 2015 were as follows:

<u>Year Ended June 30</u>	<u>Amount</u>
2016	\$ 191,231
2017	120,826
2018	112,098
2019	98,207
2020	102,353
Thereafter	<u>2,922,006</u>
	<u>\$ 3,546,721</u>

7. BOARD DESIGNATED FUNDS

As of June 30, 2015 and 2014, the Board of Directors has designated funds to be used for the following:

	<u>2015</u>	<u>2014</u>
Development costs	\$ 178,722	\$ 139,160
Property maintenance and acquisitions	157,895	-
Client crisis	<u>50,000</u>	<u>50,000</u>
	<u>\$ 386,617</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, 2015 and 2014 was \$91,994 and \$96,425, respectively.

9. ECONOMIC DEPENDENCY

The Organization's services are performed mostly within Cheshire County, New Hampshire. For each of the years ended June 30, 2015 and 2014, approximately 91% 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 81% and 70% of the total accounts receivable balances at June 30, 2015 and 2014, 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 2019. 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 \$457,621 and \$532,904 for the years ended June 30, 2015 and June 30, 2014, respectively.

During June of 2010, Railroad Street Mill, Inc. purchased property in Keene, New Hampshire where Monadnock Developmental Services, Inc. maintains its main offices. Rent charged to Monadnock Developmental Services, Inc. for each of the years ended June 30, 2015 and 2014 was \$210,893.

The approximate future minimum lease payments on the above leases as of June 30, 2015 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2016	\$ 18,750
2017	19,200
2018	19,200
2019	19,200
2020	19,200
Thereafter	<u>109,200</u>
	<u>\$ 204,750</u>

11. **RENTAL INCOME**

For the year ended June 30, 2014 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, 2015 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, 2015.

13. **CLIENT FUNDS**

The Organization administers funds for certain consumers. As of June 30, 2015 and 2014, client funds held by the Organization were as follows:

	<u>2015</u>	<u>2014</u>
Client funds administered by the Organization	\$ <u>102,156</u>	\$ <u>74,035</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>2015</u>	<u>2014</u>
Purchase of property and equipment	\$ 62,408	\$ 172,997
Amount financed and allowances	<u>(2,250)</u>	<u>(48,500)</u>
Cash paid for property	<u>\$ 60,158</u>	<u>\$ 124,497</u>
Cash paid for interest	<u>\$ 148,617</u>	<u>\$ 159,275</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, 2015 and 2014.

17. DISCONTINUED OPERATIONS AND SALE OF ASSETS

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 operations.

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. During the year ended June 30, 2015, it was determined that no amounts would ever be realized from the sale of the assets, and the assets were written off, resulting in a loss of \$257,350.

In addition, during the year ended June 30, 2015, the Organization's Life Art program was closed and the remaining assets were disposed of. This resulted in a loss of \$2,966.

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, 2015
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	MCST	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2015 Total	Eliminations	Consolidated Totals 2015	Consolidated Totals 2014
Medicaid	\$ -	\$ 1,392,550	\$ 494,353	\$ 15,210,954	\$ 4,026,980	\$ 2,146,606	\$ 1,112,989	\$ 24,384,432	\$ 184,850	\$ 32,064	\$ -	\$ 216,914	\$ 24,601,346	\$ -	\$ 24,601,346	\$ 24,954,587
State of New Hampshire - DDS Residential fees	32,573	78,098	53,206	(4,375)	(10,451)	6,031	62,173	217,255	(11,059)	-	-	(11,059)	206,196	-	206,196	248,420
Other program fees	-	43,796	(39,502)	73,173	267,053	82,020	27,049	449,295	-	-	-	-	449,295	-	449,295	470,413
Grants	-	-	56,224	-	408,172	-	137,288	549,754	142,234	124,472	-	266,706	816,460	-	816,460	877,875
Rental income	-	-	-	-	-	2,400	-	56,224	45,206	-	375,638	45,206	101,430	-	101,430	146,564
Local education	-	-	-	-	-	-	-	2,400	5,951	163,548	-	539,186	541,586	(710,893)	330,693	357,319
Vocational rehabilitation fees	-	-	-	-	-	-	-	-	-	-	-	5,951	5,951	-	5,951	34,922
Client resources	46,267	3,876	-	138,270	89,537	22,046	12,386	312,382	38,523	27,404	-	38,523	38,523	-	38,523	50,701
Production/service income	-	-	-	-	-	5,480	39,206	44,686	11,059	550	-	38,463	350,845	-	350,845	332,406
Contributions and other public support	16,263	-	-	-	-	1,900	500	18,663	-	-	-	-	18,663	-	18,663	19,935
United Way	1,205	-	38,250	-	-	-	-	38,250	-	-	68	66	38,250	-	38,250	36,750
Investment income	13,176	-	-	22,676	13,447	825	3,308	53,432	12,068	4,655	5,811	22,534	76,966	-	76,966	51,231
Other income	-	-	-	-	-	-	-	-	-	25,212	-	25,212	25,212	-	25,212	7,941
Gain on sale of assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total functional revenues	\$ 109,484	\$ 1,518,320	\$ 602,531	\$ 15,440,698	\$ 4,794,238	\$ 2,267,308	\$ 1,394,899	\$ 26,127,978	\$ 428,832	\$ 360,905	\$ 381,517	\$ 1,191,254	\$ 27,319,232	\$ (210,893)	\$ 27,108,339	\$ 27,639,666

Monadnock Developmental Services, Inc.

Board of Directors

FY16 as of 1/7/16

<u>Board Member</u>	<u>Town</u>	<u>Term Ends</u>
Forrest, Michael (PRESIDENT)	Keene	Nov-17
Viles, Shelley (VICE-PRESIDENT)	Keene	Nov-17
Schofield, James (TREASURER)	Keene	Nov-17
Manahan, Terry (SECRETARY)	Harrisville	Nov-17
Adams, Nancy	Hancock	Nov-16
Cohen, Jennifer	Keene	Nov-17
Hayes, Don	Keene	Nov-16
Kenney, Elizabeth	Peterborough	Nov-17
Provost, Beth	Keene	Nov-17
Remillard, Adele (Family Council Liason)	Jaffrey	Nov-17
Seligman, Sand	Keene	Nov-16
Torelli, Manfredo	Marlborough	Nov-17

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

Director of Finance

Experience

Monadnock Developmental Services, Keene, NH

2009 to Present

Director of Finance

Responsible for all financial operations of a \$28 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

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

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.

Lynn Yeiter

Monadnock Developmental Services, Inc.

Children's Service Coordination Supervisor

December 2007 – present

Responsibilities: Oversight of Children's Service Coordination, Partners In Health, Early Supports and Services Coordination, Respite and In Home Supports staff and associated program budgets that collectively serve approximately 600 individuals; maintain a caseload of 20 – 25 individuals; serve on the MDS management team as well as human rights and budget committees; serve as the liaison to the MDS Family Council.

1977 Fitchburg State College B.S. Special Education

1983 Assumption College M.A. Rehabilitation Counseling

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 17 (7/1/16 - 6/30/17)				
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 Green, Executive Director	\$141,490	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	\$45,000	3.90%	0.00%	\$1,755.00
Lynn Yeiter, Childrens Svc 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
	\$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)				\$4,183.80

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.

Subject: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-07)

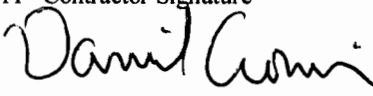
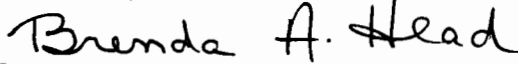
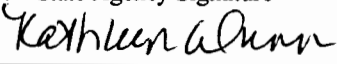
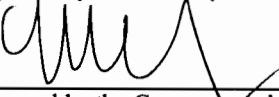
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Moore Center Services, Inc.		1.4 Contractor Address 195 McGregor Street, Unit 400 Manchester, NH 03102-3709	
1.5 Contractor Phone Number 603-206-2849	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$961,678
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daniel Cronin, Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 19, 2016</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 Kathleen A. Dunn, Assoc. Commissioner	
Date: <u>6/6/16</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/9/16</u> Megan A. York - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials OC
Date 5/19/16



Exhibit A

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 and/or Employment 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 Community Participation 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)
	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

OC
 Date 5/19/14



Exhibit A

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 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, shall be the Effective Date, that is, July 1, 2016, 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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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.

2.11. No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services

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from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

- 2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:
- 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
 - 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
 - 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
 - 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. WORKFORCE DEVELOPMENT

- 2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:
- 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
 - 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
 - 2.12.1.3. Implement the Plan;
 - 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-mrg>

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2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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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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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2. Community Participation Services and/or Employment 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 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.

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 Society of New Hampshire, Inc.	320	E51
Moore Center Services	431	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.



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- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.
 - 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
 - 3.8.2. All staff will have current individualized professional development plans updated at least annually.
 - 3.8.3. All staff will have training at least annually in procedural safeguards.
 - 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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

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.

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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 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.

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- 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,
 - 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.

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- 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 discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

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7. Residences Which May Also Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.

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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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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 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 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

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- 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 Moore Center Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
Community Support/Independent Living					
	CIS	L95	Community Support Service	5	7998
	GSIL/BANCROFT	L57	Community Support Service	2	2432
	MCSI	L00	Community Support Service	14	5805
Community Participation Services					
	APT	D85	Day	6	31499
	BFS	D99	Day	1	5535
	CHESCO	D69	Day	1	4215
	CIS	D95	Day	7	30488
	CMRS	D70	Day	4	21021
	COM BRIDGES	D84	Day	1	5915
	CSNH	D54	Day	5	23788
	ES	D51	Day	28	127075
	FNE	D73	Day	4	19454
	GBC	D66	Day	1	4943
	GSIL/BANCROFT	D57	Day	11	39430
	IPP	D74	Day	3	15395
	ISN	D52	Day	25	120880
	LIFE VISIONS	D93	Day	4	19889
	LIFESHARE	D59	Day	21	103272
	MCSI	D00	Day	139	562581
	MCSI	D01	Day	1	2000
	RES RES	D60	Day	3	9620
	SIDDHARTH	D75	Day	23	113582
	SUMMIT	D98	Day	1	3852
	TILL	D63	Day	1	5189
	WOU	D58	Day	21	89125
In Home Support Services					
	MCSI	I00	In Home Supports	57	684
Residences Which May Also Provide Community Participation Services					
	MCSI	C00	Day	58	224517
	MCSI	C00	Residential	63	17969
Residential Services					
	APT	R85	Residential	6	1845
	BFS	R99	Residential	2	616
	CHESCO	R69	Residential	1	265

Exhibit A-2 Moore Center Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	CIS	R95	Residential	4	951
	CMRS	R70	Residential	7	1999
	COM BRIDGES	R84	Residential	1	260
	CSNH	R54	Residential	6	1325
	ES	R51	Residential	19	5380
	FINR	R82	Residential	2	376
	FNE	R73	Residential	4	1055
	GBC	R66	Residential	1	275
	IPP	R74	Residential	4	910
	ISN	R52	Residential	8	2223
	LIFE VISIONS	R93	Residential	1	249
	LIFESHARE	R59	Residential	11	2818
	LIVING INNOVAT	R83	Residential	3	864
	MCSI	R00	Residential	104	29510
	NEUROINTERNATIO	R65	Residential	1	56
	NEURORESTRATIVE	R94	Residential	3	941
	RES RES	R60	Residential	2	563
	SIDDHARTH	R75	Residential	30	8117
	WHITNEY	R26	Residential	1	294
Services to Persons With Acquired Brain Disorders					
	APT	D85	Day	1	6565
	APT	R85	Residential	1	252
	CIS	L95	Community Support Service	1	3205
	CMRS	D70	Day	1	5246
	CMRS	R70	Residential	1	307
	GSIL/BANCROFT	L57	Community Support Service	1	16127
	LIFESHARE	D59	Day	2	6744
	LIFESHARE	L59	Community Support Service	1	3852
	LIFESHARE	R59	Residential	1	276
	MCSI	C00	Day	6	21874
	MCSI	C00	Residential	6	1742
	MCSI	D00	Day	1	5868
	MCSI	I00	Consolidated Services	7	84
	MCSI	R00	Residential	13	3840
	NEURORESTRATIVE	R94	Residential	6	1757
	SIDDHARTH	D75	Day	2	8182
	SIDDHARTH	R75	Residential	2	509
Participant Directed and Managed Services					

Exhibit A-2 Moore Center Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	MCSI	000	Consolidated Services	127	1524



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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$300,407 – 31% 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. \$661,271 – 69% 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.



- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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.
 - 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.

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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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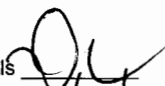
more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide 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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- 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.

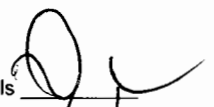
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REVISIONS TO GENERAL PROVISIONS

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."


Date 5/19/16



"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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5/19/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

OK
5/19/16



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

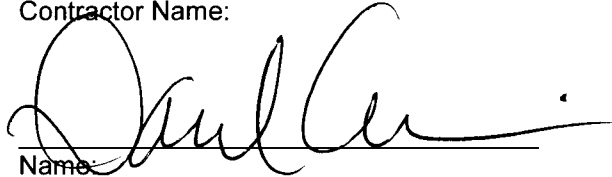
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

5/19/16
Date

Contractor Name:


Name:
Title:

Contractor Initials DC
Date 5/19/16



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

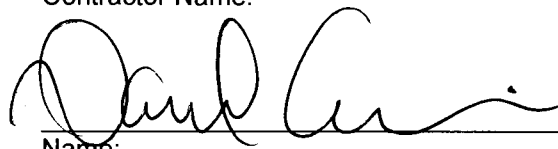
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

5/19/16
Date

Contractor Name:

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

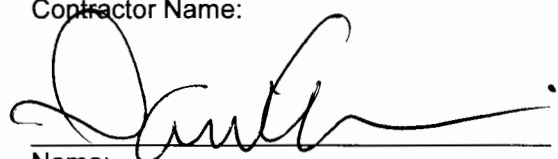
PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/19/16
Date

Contractor Name:

Name:
Title:

Contractor Initials DC
Date 5/19/16



**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

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

DC

Date

5/19/16



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.

5/19/16
Date

Contractor Name:

[Handwritten Signature]
Name:
Title:

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

[Handwritten Initials]

Date

5/19/16



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.

5/19/14
Date

Contractor Name:

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

RC

5/19/14



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

DL

5/19/14



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

DL

5/19/16



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Dept. of Health & Human Services
The State

Kathleen A. Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

June 6, 2016
Date

Moore Lenter Services, Inc.

Name of the Contractor

[Signature]
Signature of Authorized Representative

Daniel Cronin
Name of Authorized Representative

Chair of the Board
Title of Authorized Representative

5/19/16
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:


1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

5/19/14
Date

Contractor Name:

Name:
Title:

Contractor Initials DC
Date 5/19/14



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: _____

DC
5/19/16

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 MOORE CENTER SERVICES, INC. is a New Hampshire nonprofit corporation formed January 11, 1960. 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 26th day of May A.D. 2016

A handwritten signature in cursive script, 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 19, 2016:

RESOLVED: That Daniel Cronin, Chair, Arthur Sullivan, 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.

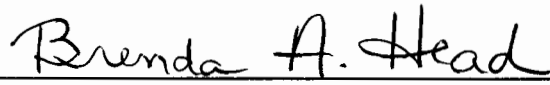
3. The forgoing resolution have not been amended or revoked, and remains in full force and effect as of the 19th day of May, 2016.
4. Daniel Cronin, is the duly elected Chair of the Board of the Agency.



Suzanne Majewski, Secretary

STATE OF New Hampshire
County of Hillsborough

The forgoing instrument was acknowledged before me this 19th day of May, 2016, by Suzanne Majewski, Secretary.



Brenda A. Head, Notary Public
My Commission Expires: 10/7/20

(NOTARY SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2015

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:	

COVERAGES CERTIFICATE NUMBER: CL157243654 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			PHPK1196534	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			PHPK1196534	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB464787	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801190 (3a.) NH All officers included	7/1/2015	7/1/2016	<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						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			PHPK1196534	7/1/2015	7/1/2016	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

State of New Hampshire
DHHS
Diana Lacey
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
Laura Perrin/KS5 *Laura Perrin*

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, 2015 and 2014, 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, 2015 and 2014, 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.

Howe, Riley & Howe, PLLC

Manchester, New Hampshire
October 1, 2015

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Financial Position
June 30, 2015 and 2014

	<u>ASSETS</u>	
	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash and cash equivalents - unrestricted	3,930,239	4,056,331
Accounts receivable:		
Medicaid	1,540,637	1,420,054
State of New Hampshire - DDS Contract	24,459	-
Other - net of allowance for doubtful accounts of \$136,486 in 2015 and \$56,000 in 2014	144,905	166,625
Contributions receivable	83,917	53,440
Capital campaign pledges receivable	3,752	18,312
Bond sinking fund	74,867	70,700
Prepaid expenses	136,486	121,219
Client and tenant funds	201,267	149,016
	<u>6,140,529</u>	<u>6,055,697</u>
PROPERTY AND EQUIPMENT, net	<u>5,928,730</u>	<u>6,154,340</u>
OTHER ASSETS		
Deposits	83,919	62,178
Interest in assets held by New Hampshire Charitable Foundation	190,045	195,632
Investments	961,948	946,800
Financing costs, net of accumulated amortization	141,289	147,673
	<u>1,377,201</u>	<u>1,352,283</u>
Total	<u><u>\$ 13,446,460</u></u>	<u><u>\$ 13,562,320</u></u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statements of Financial Position

June 30, 2015 and 2014

LIABILITIES AND NET ASSETS

	<u>2015</u>	<u>2014</u>
CURRENT LIABILITIES		
Current portion of mortgage bonds payable	90,000	85,000
Current portion of notes payable	51,856	17,143
Accounts payable	828,247	709,375
State of New Hampshire - DDS Contract	-	744,617
Other liabilities	222,959	176,203
Accrued salaries and wages	666,676	590,735
Accrued payroll taxes	68,447	56,947
Accrued earned time	140,742	124,965
Due to clients and tenants	201,267	149,016
	<u>2,270,194</u>	<u>2,654,001</u>
LONG-TERM LIABILITIES		
Mortgage bonds payable, less current portion shown above	3,625,000	3,715,000
Notes payable, less current portion shown above	180,707	55,726
Interest rate swap agreement	722,879	684,471
Deferred compensation plan	1,023,448	958,800
	<u>5,552,034</u>	<u>5,413,997</u>
NET ASSETS		
Unrestricted		
Board designated	100,000	100,000
General	5,475,900	5,345,990
	<u>5,575,900</u>	<u>5,445,990</u>
Temporarily restricted	-	-
Permanently restricted	48,332	48,332
	<u>5,624,232</u>	<u>5,494,322</u>
Total net assets		
	<u>5,624,232</u>	<u>5,494,322</u>
Total	<u>\$ 13,446,460</u>	<u>\$ 13,562,320</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, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2015</u>
REVENUES AND OTHER SUPPORT	44,642,407	323,104	-	44,965,511
NET ASSETS RELEASED FROM RESTRICTIONS	323,104	(323,104)	-	-
Total	44,965,511	-	-	44,965,511
EXPENSES				
Program services:				
Service coordination services	3,434,504	-	-	3,434,504
Day services	7,932,214	-	-	7,932,214
Residential services	16,098,125	-	-	16,098,125
Combined day and residential services	4,294,202	-	-	4,294,202
Family directed services	5,755,943	-	-	5,755,943
Independent living services	124,710	-	-	124,710
Family support services	1,023,408	-	-	1,023,408
Early supports and services	2,058,805	-	-	2,058,805
Other program services	808,678	-	-	808,678
Supporting services:				
General management	3,266,604	-	-	3,266,604
Total expenses	44,797,193	-	-	44,797,193
CHANGE IN NET ASSETS, before loss on interest rate swap agreement	168,318	-	-	168,318
LOSS ON INTEREST RATE SWAP AGREEMENT	(38,408)	-	-	(38,408)
CHANGE IN NET ASSETS	129,910	-	-	129,910
NET ASSETS - beginning of year	5,445,990	-	48,332	5,494,322
NET ASSETS - end of year	<u>\$ 5,575,900</u>	<u>\$ -</u>	<u>\$ 48,332</u>	<u>\$ 5,624,232</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, 2014¹

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2014</u>
REVENUES AND OTHER SUPPORT	41,628,356	248,430	-	41,876,786
NET ASSETS RELEASED FROM RESTRICTIONS	291,430	(291,430)	-	-
Total	<u>41,919,786</u>	<u>(43,000)</u>	<u>-</u>	<u>41,876,786</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	3,274,012	-	-	3,274,012
Total expenses	<u>41,613,542</u>	<u>-</u>	<u>-</u>	<u>41,613,542</u>
CHANGE IN NET ASSETS, before loss on interest rate swap agreement	306,244	(43,000)	-	263,244
LOSS ON INTEREST RATE SWAP AGREEMENT	(669)	-	-	(669)
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 Statements of Cash Flows
For the Years Ended June 30, 2015 and 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	129,910	262,575
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:		
Depreciation and amortization	532,895	481,569
Loss on disposition of property and equipment	90,303	27,933
Bad debts	84,000	41,359
Change in interest in assets held by New Hampshire Charitable Foundation	(1,769)	(27,493)
Unrealized gain on investments	(10,683)	(141,822)
Interest payments to bond escrow fund	(1,702)	(3,775)
Interest paid from bond escrow funds	1,702	3,775
Loss on interest rate swap agreement	38,408	669
Decrease (increase) in:		
Accounts receivable	(207,322)	1,682,497
Contributions receivable	(30,477)	18,251
Capital campaign pledges receivable	14,560	6,563
Prepaid expenses	(15,267)	12,537
Deposits	(21,741)	(3,569)
Increase (decrease) in:		
Accounts payable	118,872	233,133
Advances from Medicaid	-	(3,308,861)
Other liabilities	(697,861)	(1,197,758)
Accrued salaries, wages and payroll taxes	87,441	161,659
Accrued earned time	15,777	(5,912)
Deferred compensation plan	72,683	171,822
Net cash provided by (used for) operating activities	199,729	(1,584,848)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Distributions from New Hampshire Charitable Foundation	7,356	6,756
Purchase of investments	(12,500)	(97,500)
Additions to property and equipment	(306,602)	(410,742)
Net cash used for investing activities	(311,746)	(501,486)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments to bond sinking fund	(89,167)	(84,025)
Proceeds from note payable	100,000	-
Repayments of notes payable	(24,908)	(16,360)
Net cash used for financing activities	(14,075)	(100,385)

(Continued)

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Cash Flows
For the Years Ended June 30, 2015 and 2014

(Continued)

	2015	2014
NET DECREASE IN CASH AND CASH EQUIVALENTS	(126,092)	(2,186,719)
CASH AND CASH EQUIVALENTS - beginning of year	4,056,331	6,243,050
CASH AND CASH EQUIVALENTS - end of year	\$ 3,930,239	\$ 4,056,331

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid for interest	\$ 123,139	\$ 126,082
------------------------	------------	------------

During 2015 and 2014, \$85,000 and \$80,000, respectively, were withdrawn from the bond sinking fund to pay bond principal payments in accordance with the loan agreement.

During 2015 and 2014, the Agency sold investments totaling \$8,035 and \$164,204, respectively, to fund payments to participants under the Agency's supplemental deferred compensation plan.

During 2015, the Agency financed the acquisition of new vehicles with installment notes payable totaling \$84,602.

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, 2015

	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Residential fees	2,345,695	337	-	2,345,358	4,588	-	1,822,293	499,382	19,095	-	-	-
Medicaid CCW	33,923,107	-	-	33,923,107	1,472,212	8,086,323	13,275,697	4,449,526	5,763,947	78,340	797,062	-
Medicaid ABD	3,496,097	-	-	3,496,097	94,912	199,186	2,395,750	397,771	386,799	21,679	-	-
Medicaid NCCW	571,831	-	-	571,831	2,316	-	-	-	-	-	29,595	539,920
Medicaid ESS Bundle	1,323,875	-	-	1,323,875	-	-	-	-	-	-	-	1,323,875
Medicaid IHS	727,472	-	-	727,472	-	-	-	-	727,472	-	-	-
State of New Hampshire - DDS	898,740	-	-	898,740	-	41,916	422,403	-	7,321	-	427,100	-
Eldercare	691,580	1,417	690,163	-	-	-	-	-	-	-	-	-
Other program fees	9,360	-	-	9,360	3,195	6,165	-	-	-	-	-	-
Production/service income	149,604	-	-	149,604	-	149,604	-	-	-	-	-	-
Unrestricted contributions	53,896	53,896	-	-	-	-	-	-	-	-	-	-
Temporarily restricted contributions	323,104	307,352	15,752	-	-	-	-	20,000	-	-	-	-
In-kind donations	73,072	53,072	-	20,000	-	-	-	-	-	-	-	-
Rental income	8,400	8,400	-	-	-	-	-	-	-	-	-	-
Investment income	13,905	13,905	-	-	-	-	-	-	-	-	-	-
Other revenues	355,773	123,481	13,492	218,800	94,686	22,850	-	-	1,246	3,994	-	96,024
Total	\$ 44,965,511	\$ 561,860	\$ 719,407	\$ 43,684,244	\$ 1,671,909	\$ 8,506,044	\$ 17,916,143	\$ 5,366,679	\$ 6,905,880	\$ 104,013	\$ 1,253,757	\$ 1,959,819

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, 2015

	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	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	8,518,502	1,389,763	308,610	6,820,129	1,749,221	1,728,707	332,709	771,061	1,107,486	26,883	291,678	812,584
Employee benefits	2,587,898	462,231	98,244	2,027,423	609,885	578,026	86,126	257,819	1,174,141	8,989	97,528	271,636
Payroll taxes	634,003	101,377	23,403	509,223	131,370	137,737	23,657	54,041	80,429	2,104	20,661	59,224
Client payments	155,973	-	-	155,973	-	138,590	-	14,753	2,630	-	-	-
Contracted substitute staff	2,413	2,413	-	-	-	-	-	-	-	-	-	-
Client treatment services	7,710,452	-	313,611	7,396,841	84,429	-	2,902,079	2,899,101	1,191,980	-	319,252	-
Client therapies	2,262,116	-	-	2,262,116	285,262	2,995	337,413	-	1,608,377	-	7,057	21,012
Accounting	37,481	37,481	-	-	-	-	-	-	-	-	-	-
Audit fees	51,933	51,933	-	-	-	-	-	-	-	-	-	-
Legal fees	16,986	2,483	620	13,883	4,939	3,648	544	1,624	741	57	616	1,714
Other professional fees	542,319	190,814	8,799	342,706	217,773	49,768	7,520	22,243	10,627	774	8,397	25,604
Subcontractors	19,242,157	-	-	19,242,157	2,113	4,635,841	12,333,014	14,810	1,447,429	77,750	-	731,200
Staff development and training	26,804	5,863	1,703	19,238	6,171	8,940	1,006	700	415	22	833	1,151
Bond and bank fees	57,830	57,830	-	-	-	-	-	-	-	-	-	-
Interest expense	123,428	123,428	-	-	-	-	-	-	-	-	-	-
Facility expense	351,979	158,353	871	192,755	16,630	86,047	15,592	53,140	11,760	1,336	3,668	4,582
Office expense	65,883	32,143	369	33,371	5,226	8,386	1,409	10,788	206	106	3,341	3,909
Client consumables	77,498	-	-	77,498	1,786	29,108	1,525	30,195	14,884	-	-	-
Bad debt	84,000	84,000	-	-	-	-	-	-	-	-	-	-
Equipment rental and maintenance	255,728	48,857	9,630	197,241	57,331	56,658	8,442	25,272	12,471	881	9,560	26,626
Depreciation and amortization	532,895	90,202	20,704	421,989	123,258	121,813	18,150	54,333	24,744	1,894	20,553	57,244
Advertising	1,831	725	227	879	-	-	-	-	879	-	-	-
Printing	11,104	9,093	285	1,726	768	241	-	-	-	-	57	660
Telephone and communications	106,795	16,741	4,146	85,908	24,680	24,547	3,634	10,879	6,212	379	4,115	11,462
Postage and shipping	24,711	4,686	934	19,091	5,579	5,533	819	2,450	1,116	85	927	2,582
Transportation	487,231	693	14,652	471,886	24,100	281,549	13,300	42,849	78,248	3,450	1,767	26,623
Assistance to individuals	246,378	-	-	246,378	18,271	-	8,191	665	-	-	219,251	-
Insurance	118,702	82,342	-	36,360	1,105	30,162	-	6,032	166	-	-	-
Membership dues and fees	4,189	1,978	290	1,921	-	816	-	-	-	-	-	-
In-kind expenses	73,072	53,072	-	20,000	-	-	-	20,000	-	-	-	-
Medical match expense	13,125	-	-	13,125	-	-	-	-	-	-	13,125	-
Client advocacy	21,193	-	-	21,193	21,193	-	-	-	-	-	-	-
Other expenses	350,584	258,103	1,580	90,901	43,414	3,102	2,995	1,447	37,729	-	1,022	1,192
Total	\$ 44,797,193	\$ 3,266,604	\$ 808,678	\$ 40,721,911	\$ 3,434,504	\$ 7,932,214	\$ 16,098,125	\$ 4,294,202	\$ 5,755,943	\$ 124,710	\$ 1,023,408	\$ 2,058,805

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, 2014

	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	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	171,750	171,750	-	-	-	-	-	-	-	-	-	-
Other revenues	123,613	58,008	1,666	63,939	-	11,938	13,236	-	154	2,917	-	35,694
Total	\$ 41,876,786	\$ 561,540	\$ 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	Total DDS Programs	Service Coordination Services	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	2,497,490	637,840	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	-	49,441	2,956,343	2,654,955	1,145,288	-	352,055	-
Client therapies	2,306,238	-	-	2,306,238	193,473	-	477,491	-	1,551,636	-	18,413	15,784
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	29,283	18,681	570	25,061	-	182,632	600
Insurance	114,066	80,156	-	33,910	-	-	4,392	-	235	-	-	-
Membership dues and fees	4,333	1,978	250	2,105	800	580	-	20,000	-	-	-	725
In-kind expense	78,835	26,886	-	51,949	-	14,949	-	-	-	-	17,000	-
Medicaid match expense	26,350	-	-	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	\$ 41,613,542	\$ 3,274,012	\$ 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.

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

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 Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Deposits totaling approximately \$4,100,000 at June 30, 2015, 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, 2015 and 2014

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. Delinquency status is determined based on contractual terms. The Agency does not require collateral for the extension of credit.

(E) 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 \$526,510 and \$475,175 for the years ended June 30, 2015 and 2014, 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.

(F) 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, 2015 and 2014

Note 1 - (F) Investments (Continued)

Investment income (loss) is comprised of the following, for the years ended June 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Interest income	1,453	2,435
Unrealized gains on investments	<u>12,452</u>	<u>169,315</u>
	<u>\$ 13,905</u>	<u>\$ 171,750</u>

As of June 30, 2015, the Agency's investments consist principally of an investment in a group annuity contract (see Note 4).

(G) 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, 2015 and 2014.

(H) 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.

(I) 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.

(J) 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.

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.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Note 1 - (K) 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 \$20,000 and \$34,375 for the years ended June 30, 2015 and 2014, respectively.

(L) 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.

(M) Tax Status

Moore Center Services, Inc. is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. In 1997, the Internal Revenue Service 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, 2015 and 2014, 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, 2012 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, 2015 and 2014

Note 2 - Property and Equipment

As of June 30, 2015 and 2014, property and equipment consisted of the following:

	2015	2014
Land	176,243	176,243
Buildings and improvements	6,895,530	6,829,531
Equipment and furnishings	768,010	758,718
Computers and software	1,513,108	1,465,448
Vehicles	182,596	91,843
	9,535,487	9,321,783
Less: accumulated depreciation	3,606,757	3,167,443
	<u>\$ 5,928,730</u>	<u>\$ 6,154,340</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:

	2015	2014
Moore Center Services, Inc. Fund	130,933	134,782
Thomas M. Burke Fund (See Note 10)	59,112	60,850
	<u>\$ 190,045</u>	<u>\$ 195,632</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, 2015 and 2014 was \$42,389 and \$43,635, respectively.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

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 as of June 30, 2015 and 2014:

	2015			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by New Hampshire Charitable Foundation	-	-	190,045	190,045
Group annuity contract	-	961,948	-	961,948
	\$ -	\$ 961,948	\$ 190,045	\$ 1,151,993
Liabilities:				
Interest rate swap agreement	-	722,879	-	722,879
	\$ -	\$ 722,879	\$ -	\$ 722,879
	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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2015 and 2014

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, 2015 and 2014, are as follows:

	2015	2014
Balance, beginning of year	195,632	174,895
Total realized and unrealized gains	2,990	28,663
Fees	(1,221)	(1,170)
Distributions	(7,356)	(6,756)
Balance, end of year	<u>\$ 190,045</u>	<u>\$ 195,632</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 audited 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, 2015 and 2014

Note 5 - Mortgage Bonds Payable (Continued)

The bonds bear interest at a variable rate which is adjusted weekly in accordance with the terms of the bond indenture. The variable rate as of June 30, 2015 and 2014 was .07% and .10%, respectively. 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 \$3,759,784 as of June 30, 2015. 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 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, 2015 or 2014).

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. The balance in the bond sinking fund at June 30, 2015 is \$74,867. 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 2015 or 2014.

The scheduled future bond maturities, which approximate the sinking fund requirements, are as follows:

<u>Year Ending June 30,</u>	
2016	90,000
2017	90,000
2018	95,000
2019	105,000
2020	110,000
Thereafter	<u>3,225,000</u>
	<u>\$ 3,715,000</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Note 6 - Notes Payable

Notes payable consisted of the following as of June 30, 2015 and 2014:

	2015	2014
Mortgage note payable to a bank in monthly installments for principal and interest of \$713, with interest calculated based on the Federal Home Loan Bank rate plus 3% (4.45% and 4.03% at June 30, 2015 and 2014, respectively). The final note payment is due in June 2020 and the note is collateralized by a first mortgage on certain real estate of the Organization.	42,155	48,687
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 vehicle.	1,143	5,595
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 vehicle.	12,475	18,587
3.55% - 3.85% notes payable to a bank in combined monthly installments for principal and interest of \$1,649 through August 2018, decreasing thereafter through June 2020. The notes are collateralized by various agency vehicles.	76,790	-
1.00% note payable to a lender in monthly installments for principal and interest of \$1,709 through June 2020.	100,000	-
	232,563	72,869
Less: current portion	51,856	17,143
Long-term portion	\$ 180,707	\$ 55,726

The scheduled maturities of notes payable as of June 30, 2015 were as follows:

2016	51,856
2017	51,918
2018	47,103
2019	43,085
2020	38,601
	\$ 232,563

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Note 7 - Demand Note Payable

The Agency has a revolving line-of-credit agreement with a bank in the amount of \$3,250,000. 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, 2015 and 2014. 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, 2016. The Agency must also maintain a minimum debt service coverage ratio (as defined). As of June 30, 2015 and 2014, there was no balance outstanding on the line-of-credit.

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, 2015 and 2014 was \$722,879 and \$684,471, 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 2015 and 2014, employer contributions of \$62,000 and \$30,000, respectively, were credited to participant accounts and recorded as deferred compensation. In addition, investment gains of \$11,183 in 2015 and \$140,821 in 2014 were allocated to the participant accounts. At June 30, 2015 and 2014, the Agency's obligation under this deferred compensation plan totaled \$1,023,448 and \$958,800, respectively.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Note 10 - Restrictions of 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, 2015 and 2014.

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, 2015 and 2014 amounted to \$157,501 and \$160,424, respectively.

Note 12 - Fundraising Expenses

During the years ended June 30, 2015 and 2014, the Agency incurred fundraising expenses of \$321,064 and \$286,086, 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 \$1,485,303 and \$1,470,894 for the years ended June 30, 2015 and 2014, respectively. The Agency owed LifeShare, Inc. \$23,893 at June 30, 2015 and \$30,580 at June 30, 2014. 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. In connection with the administration of these benefit programs, the Agency paid fees of \$71,420 and \$54,138 to this company for the years ended June 30, 2015 and 2014, respectively.

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, 2015 and 2014, amounted to \$167,205 and \$163,991, respectively.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Note 14 - Commitments (Continued)

The approximate future minimum lease payments on the above operating leases are as follows:

2016	74,488
2017	35,235
2018	29,452
2019	<u>4,825</u>
	<u>\$ 144,000</u>

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, 2015 and 2014, 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 formally extended the redesignation to September 30, 2015, and is currently reviewing the Agency's status as an approved provider under the state's new redesignation procedures. Management expects the Agency to be redesignated as an approved provider.

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 October 1, 2015, the date when the financial statements were available to be issued.

THE MOORE CENTER
BOARD OF DIRECTORS
2016

OFFICERS

Dan Cronin, Chair
Arthur Sullivan, Vice Chair
Debra Davis Thum, Treasurer
Sue Majewski, Secretary

Mary Ann Aldrich (*)

Office: Dartmouth-Hitchcock
100 Hitchcock Way
Manchester, NH 03104
Phone: 695-2500
E-Mail:
Mary.Ann.Aldrich@Hitchcock.ORG

Mike Benton (*)

Office: Executive Health & Sports Center
1 Highlander Way
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Phone: (603) 668-4753
E-Mail: mbenton@ehsc.com

Heidi Copeland

Office: Business NH Magazine
55 South Commercial Street
Manchester, NH 03101
Phone: 603-626-6354 (x210)
Fax: 603-626-6359
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hcopeland@millyardcommunications.com

Dan Cronin

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dcronin@cgibenefitsgroup.com
Home: [REDACTED]

Rick Elwell (*)

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Cell: 493-5262
E-Mail: bhd132@aol.com

Matt Kfoury

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Fax: 624-8795
E-mail: mkfoury@centralpaper.com

Mark Lore

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Phone: 603) 566-9444
Email: marklore713@gmail.com

Sue Majewski

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Phone: (603) 622-3670
E-Mail:
smajewski@bedfordsurgical.com
Home: [REDACTED]

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pmcdermott@hinckleyallen.com

Gina Powers

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Phone: 226-2600
Fax: 226-2700
E-Mail: grp@rathlaw.com

Mike Reed (*) HONORARY MEMBER

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Fax: 622-4556
Cell: 661-4311
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mreed@stebbinscommercialproperties.com

Home: 

Cathy Schmidt

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Fax: 625-5650
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Chris Sharpe

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Arthur Sullivan (*)

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Email: asullivan@bradysullivan.com

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Ed Sullivan

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Phone: (617) 557-9843
Email: esullivan@welchforbes.com


Debra Davis Thum (*)

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Phone: (603) 455-0359
Fax: (603) 934-0430
Email: davisthum@fsbnh.com

Home: 

E-Mail: tucker.newfound1@comcast.net

Gayle Whittemore (Reverend)

Home: 
Phone: 269-1401
Cell: 582-0069
E-Mail: gcwhittemore@msn.com

(*) = Represents Consumers

Revised March 2016

Paul S. Boynton

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Developmental Services

Agency Name: Moore Center Services, Inc. / DBA The Moore Center

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)				
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, President & CEO	\$175,677	0.00%	85.00%	\$0.00
Janet Bamberg, Executive Vice President & CFO	\$127,358	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
	\$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: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

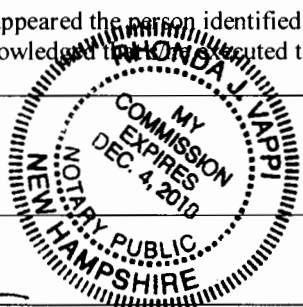
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway, NH 03818	
1.5 Contractor Phone Number 603-447-3347 Ext3022	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$306,233
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Salmon Treasurer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>May 19, 2016</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 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 Rhonda J. Vappi Notary			
1.14 State Agency Signature Kathleen A. Dunn Date: <u>7/27/16</u>		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn, Assoc. 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) (if applicable) By:  Megan A. Vappi - Attorney On: <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.


4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.


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Exhibit A

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 and/or Employment 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 Community Participation 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)
	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



Exhibit A

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 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, shall be the Effective Date, that is, July 1, 2016, 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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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.

2.11. No Wrong Door System:

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services



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from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

- 2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:
- 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
 - 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
 - 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
 - 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. WORKFORCE DEVELOPMENT

- 2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:
- 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
 - 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
 - 2.12.1.3. Implement the Plan;
 - 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-nrg>

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- 2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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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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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2. Community Participation Services and/or Employment 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 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.

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	270	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.
- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.

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- 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
- 3.8.2. All staff will have current individualized professional development plans updated at least annually.
- 3.8.3. All staff will have training at least annually in procedural safeguards.
- 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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	412	9	278	125	54,971	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 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.



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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 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.

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- 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,
 - 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.



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- 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 discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.



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7. Residences Which May Also Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.



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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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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 406 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



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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



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- 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 Services	39	77573
Community Participation Services					
	Reg 1	D01	Day	1	2000
	Reg 1	D03	Day	47	162565
	Reg 1	D04	Day	57	195976
	Reg 1	D05	Day	24	110270
	Reg 1	D61	Day	84	311483
	Reg 1	C11	SEP	1	2496
	Reg 1	C16	SEP	2	4002
	Reg 1	D03	SEP	8	24263
	Reg 1	D04	SEP	1	300
	Reg 1	D05	SEP	9	25375
In Home Support Services					
	Reg 1	I36	In Home Supports	30	361
Residences Which May Also Provide Community Participation Services					
	NCIL	C10	Day	9	43956
	NCIL	C10	Residential	10	3597
	LTS	C11	Day	10	49636
	LTS	C11	Residential	9	3263
	Easter Seals	C12	Day	1	4005
	Easter Seals	C12	Residential	1	365
	Reg 1	C16	Day	6	27518
	Reg 1	C16	Residential	6	2190
	Reg 1	C39	Day	6	44808
	Reg 1	C39	Residential	6	2190
	Reg 1	C41	Day	3	9412
	Reg 1	C41	Residential	3	1098
	Reg 1	C51	Day	6	21669
	Reg 1	C51	Residential	6	2190
Residential Services					
	Reg 1	R15	Residential	166	59537
	Reg 1	R40	Residential	1	365
Services to Persons With Acquired Brain Disorders					

Contractor Initials: EJ
 Date: 5/19/16

Exhibit A-2 Northern Human Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	NCIL	C10	Day	7	25261
	NCIL	C10	Residential	8	2920
	Reg 1	C16	Day	3	12444
	Reg 1	C16	Residential	3	1095
	Reg 1	C49	Day	3	6518
	Reg 1	C49	Residential	4	1460
	Reg 1	I45	Consolidated Services	1	12
	Reg 1	R15	Residential	1	365
Participant Directed and Managed Services					
	Reg 1	I45	Consolidated Services	56	685



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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$104,295– 34% 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. \$201,938– 66 % 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

- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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.
 - 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



Exhibit B

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



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."

EJ

5/19/16



"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 REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

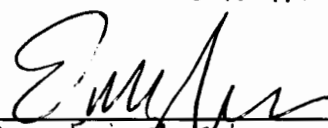


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

5/19/16
Date

Contractor Name: Northern Human Services

Name: Eric M. Johnson
Title: CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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 Name: Northern Human Services

Name: Eric M. Johnson
Title: CEO

5/19/16
Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

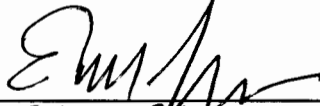
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Northern Human Services

5/19/16
Date


Name: Eric M. Johnson
Title: CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

EJ

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

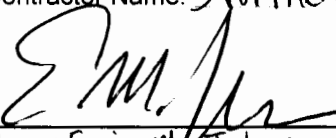


In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for 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.

5/19/16
Date

Contractor Name: Northern Human Services

Name: Eric M. Johnson
Title: CEO



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Northern Human Services

5/19/16
Date

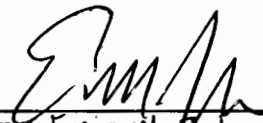

Name: Eric M. Johnson
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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/OMB
The State

Kathleen A. Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/27/16
Date

Northern Human Services
Name of the Contractor

E.M. Johnson
Signature of Authorized Representative

Eric M. Johnson
Name of Authorized Representative

CEO
Title of Authorized Representative

5/19/16
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Northern Human Services

5/19/16
Date

Eric M. Johnson
Name: Eric M. Johnson
Title: CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 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:

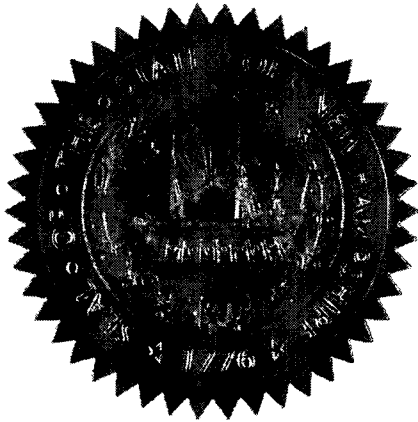
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 1st day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Madelene 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 25, 2016:

(Date)

RESOLVED: That the President / Vice President / Treasurer; and CEO

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 19th day of May, 2016.

(Date Contract Signed)

4. James Salmon is the duly elected Treasurer, and Eric Johnson is the CEO

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

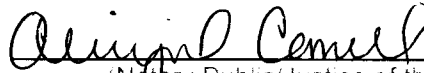
County of Carroll

The forgoing instrument was acknowledged before me this 19th day of May 2016,

By Madelene Costello.

(Name of Elected Officer of the Agency)

ABIGAIL CASSELL, Notary Public
My Commission Expires December 20, 2018



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/20/2018

Client#: 1010836

NORTHHUM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/02/2016

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): E-MAIL ADDRESS: Christine.Skehan@usi.biz
	INSURER(S) AFFORDING COVERAGE
INSURER A: Philadelphia Insurance Company	NAIC # 23850
INSURER B: NH Employers Company	13083
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Northern Human Services, Inc.
 87 Washington Street
 Conway, NH 03818-6044


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	<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:		PHPK1475078	03/31/2016	03/31/2017	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 ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1475078	03/31/2016	03/31/2017	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		PHUB535689	03/31/2016	03/31/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Prof Sublimi \$5,000,000 PER STATUTE OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M N N/A	ECC60040004322013A	09/30/2015	09/30/2016	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Physician Prof		PHPK1475078	03/31/2016	03/31/2017	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Physicians do not share in the entity's excess limits. Each physician has their own separate \$1,000,000/\$3,000,000 Limit of Insurance.

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MISSION STATEMENT

To assist and advocate for 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.

Leone, McDonnell & Roberts

Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

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, 2015 and 2014, 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, 2015.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2015 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, 2014 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 3, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, 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 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*

September 21, 2015
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014**

ASSETS

	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 6,930,491	\$ 4,837,929
Cash and cash equivalents, designated	318,202	318,202
Accounts receivable, less allowance of \$156,000 and \$280,000 for 2015 and 2014, respectively	1,820,318	2,199,034
Grants receivable	44,350	44,350
Assets, limited use	506,492	471,779
Due from related party	-	291,041
Prepaid expenses and deposits	<u>219,676</u>	<u>198,857</u>
Total current assets	<u>9,839,529</u>	<u>8,361,192</u>
PROPERTY AND EQUIPMENT, NET	<u>458,085</u>	<u>201,211</u>
OTHER ASSETS		
Investments	1,587,019	1,548,598
Cash value of life insurance	<u>358,521</u>	<u>335,635</u>
Total other assets	<u>1,945,540</u>	<u>1,884,233</u>
Total assets	<u>\$ 12,243,154</u>	<u>\$ 10,446,636</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 630,016	\$ 286,929
Wages payable	1,048,403	521,864
Compensated absences payable	707,877	701,567
Other grants payable	63,982	25,453
Refundable advances	35,378	89,400
Deferred revenue	107,782	7,069
Client funds held in trust	198,341	183,422
Due to related party	<u>9,366</u>	<u>-</u>
Total liabilities	<u>2,801,145</u>	<u>1,815,704</u>
NET ASSETS		
Unrestricted		
Undesignated	8,870,020	8,059,025
Board designated	<u>318,202</u>	<u>318,202</u>
Total unrestricted	9,188,222	8,377,227
Temporarily restricted	1,370	1,288
Permanently restricted	<u>252,417</u>	<u>252,417</u>
Total net assets	<u>9,442,009</u>	<u>8,630,932</u>
Total liabilities and net assets	<u>\$ 12,243,154</u>	<u>\$ 10,446,636</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
PUBLIC SUPPORT					
State and federal grants	\$ 591,594	\$ -	\$ -	\$ 591,594	\$ 773,864
Other public support	457,273	-	-	457,273	510,884
Local and county support	160,045	-	-	160,045	70,197
Donations	<u>71,631</u>	<u>4,720</u>	<u>-</u>	<u>76,351</u>	<u>358,213</u>
Total public support	<u>1,280,543</u>	<u>4,720</u>	<u>-</u>	<u>1,285,263</u>	<u>1,713,158</u>
REVENUES					
Program service fees	35,466,264	-	-	35,466,264	34,051,950
Production income	508,099	-	-	508,099	483,562
Other revenues	<u>240,735</u>	<u>-</u>	<u>-</u>	<u>240,735</u>	<u>391,694</u>
Total revenues	<u>36,215,098</u>	<u>-</u>	<u>-</u>	<u>36,215,098</u>	<u>34,927,206</u>
Total public support and revenues	<u>37,495,641</u>	<u>4,720</u>	<u>-</u>	<u>37,500,361</u>	<u>36,640,364</u>
EXPENSES					
<u>Program Services</u>					
Mental health	10,378,535	-	-	10,378,535	10,431,530
Developmental services	<u>21,858,503</u>	<u>-</u>	<u>-</u>	<u>21,858,503</u>	<u>20,412,640</u>
Total program services	32,237,038	-	-	32,237,038	30,844,170
General management	<u>4,521,537</u>	<u>-</u>	<u>-</u>	<u>4,521,537</u>	<u>4,354,703</u>
Total expenses	<u>36,758,575</u>	<u>-</u>	<u>-</u>	<u>36,758,575</u>	<u>35,198,873</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>737,066</u>	<u>4,720</u>	<u>-</u>	<u>741,786</u>	<u>1,441,491</u>
NON-OPERATING INCOME (LOSS)					
Investment return	48,531	-	-	48,531	143,598
(Loss) gain on sale of property	(2,693)	-	-	(2,693)	1,024
Change in cash value of life insurance	22,886	-	-	22,886	24,230
Interest income	4	563	-	567	364
Net assets released from restrictions	<u>5,201</u>	<u>(5,201)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>73,929</u>	<u>(4,638)</u>	<u>-</u>	<u>69,291</u>	<u>169,216</u>
Change in net assets	810,995	82	-	811,077	1,610,707
NET ASSETS, BEGINNING 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>
NET ASSETS, END OF YEAR	<u>\$ 9,188,222</u>	<u>\$ 1,370</u>	<u>\$ 252,417</u>	<u>\$ 9,442,009</u>	<u>\$ 8,630,932</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 811,077	\$ 1,610,707
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	73,591	14,041
Unrealized loss (gain) on investments	36,595	(83,806)
Realized gain on investments	(57,784)	(41,406)
Loss (gain) on sale of property	2,693	(1,024)
Change in cash value of life insurance	(6,750)	(6,487)
(Increase) decrease in assets:		
Accounts receivable	378,716	722,739
Grants receivable	-	13,718
Assets, limited use	(34,713)	(104)
Due from related party	291,041	(147,249)
Prepaid expenses and deposits	(20,819)	14,975
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	343,087	(4,337)
Wages payable	526,539	78,405
Compensated absences payable	6,310	6,863
Other grants payable	38,529	(7,104)
Refundable advances	(54,022)	(113,557)
Deferred revenue	100,713	7,069
Medicaid contingency payments, State of New Hampshire	-	(1,596,143)
Client funds held in trust	14,919	(2,509)
Due to related party	9,366	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,459,088</u>	<u>464,791</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(334,886)	(121,689)
Proceeds from sale of property	1,728	4,200
Purchases of investments	(358,905)	(1,487,996)
Proceeds from sales of investments	369,015	82,996
Reinvested dividends	(27,342)	(18,386)
Change in cash value of life insurance	(16,136)	(17,743)
NET CASH USED IN INVESTING ACTIVITIES	<u>(366,526)</u>	<u>(1,558,618)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	2,092,562	(1,093,827)
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>5,156,131</u>	<u>6,249,958</u>
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 7,248,693</u>	<u>\$ 5,156,131</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u>	<u>Developmental</u>		<u>General</u>	<u>2015</u>	<u>2014</u>
	<u>Health</u>	<u>Services</u>	<u>Subtotals</u>	<u>Management</u>	<u>Total</u>	<u>Total</u>
EXPENSES						
Salaries and wages	\$ 6,383,958	\$ 7,018,948	\$ 13,402,906	\$ 2,855,110	\$ 16,258,016	\$ 15,965,425
Employee benefits	1,466,552	1,716,709	3,183,261	697,539	3,880,800	3,430,580
Payroll taxes	452,072	531,928	984,000	198,357	1,182,357	1,215,557
Client wages	168,563	224,494	393,057	-	393,057	367,361
Professional fees	164,860	10,244,001	10,408,861	250,931	10,659,792	9,653,540
Staff development and training	17,965	16,316	34,281	13,260	47,541	67,287
Occupancy costs	513,660	539,948	1,053,608	176,158	1,229,766	1,246,674
Consumable supplies	203,826	262,605	466,431	59,987	526,418	550,700
Equipment expenses	61,935	59,074	121,009	30,759	151,768	129,102
Communications	168,225	114,483	282,708	86,230	368,938	370,358
Travel and transportation	277,565	799,595	1,077,160	41,087	1,118,247	1,149,112
Assistance to individuals	10,699	78,470	89,169	3,909	93,078	88,497
Insurance	50,048	58,890	108,938	25,059	133,997	128,884
Membership dues	42,210	28,485	70,695	61,751	132,446	121,685
Bad debt expense	392,281	70,930	463,211	-	463,211	687,543
Other expenses	<u>4,116</u>	<u>93,627</u>	<u>97,743</u>	<u>21,400</u>	<u>119,143</u>	<u>26,568</u>
Total expenses	<u>\$ 10,378,535</u>	<u>\$ 21,858,503</u>	<u>\$ 32,237,038</u>	<u>\$ 4,521,537</u>	<u>\$ 36,758,575</u>	<u>\$ 35,198,873</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Adult Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>	<u>Emergency Services Non-BBH</u>	<u>Other Non-BBH</u>
EXPENSES						
Salaries and wages	\$ 484,279	\$ 767,787	\$ 162,083	\$ 778,395	\$ 496,148	\$ 148,820
Employee benefits	126,695	176,689	41,313	186,899	72,054	38,976
Payroll taxes	31,358	50,374	10,354	53,404	33,592	9,946
Client wages	-	-	-	-	-	-
Professional fees	14,929	15,964	3,593	34,464	7,674	4,831
Staff development and training	5,438	1,110	166	1,489	156	3,416
Occupancy costs	49,049	50,182	11,440	56,523	22,961	10,577
Consumable supplies	15,686	8,454	2,839	12,956	3,621	2,783
Equipment expenses	8,495	3,556	742	5,156	1,943	721
Communications	20,449	18,681	4,435	23,513	16,112	4,173
Travel and transportation	5,381	8,323	1,947	43,254	1,284	7,747
Assistance to individuals	3,135	-	-	1,832	-	-
Insurance	4,523	6,701	1,311	6,705	2,676	1,329
Membership dues	7,498	5,077	1,485	4,189	1,082	784
Bad debt expense	15,439	27,207	-	10,579	21,907	784
Other expenses	<u>1,222</u>	<u>10</u>	<u>-</u>	<u>-</u>	<u>35</u>	<u>-</u>
Total expenses	<u>\$ 793,576</u>	<u>\$ 1,140,115</u>	<u>\$ 241,708</u>	<u>\$ 1,219,358</u>	<u>\$ 681,245</u>	<u>\$ 234,887</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Bureau of Drug & Alcohol Services	Health Mentors	Vocational Services	Restorative Partial Hospital	Case Management	Supportive Living
EXPENSES						
Salaries and wages	\$ 82,108	\$ 6,793	\$ 96,446	\$ 92,974	\$ 765,945	\$ 688,918
Employee benefits	23,315	4,517	21,620	22,575	182,494	145,034
Payroll taxes	6,009	575	14,090	6,826	54,040	49,930
Client wages	-	-	86,353	-	-	-
Professional fees	1,845	325	2,004	1,413	22,868	11,484
Staff development and training	523	14	787	156	514	158
Occupancy costs	6,790	1,461	9,525	12,121	54,790	46,048
Consumable supplies	952	350	4,316	31,298	17,716	19,118
Equipment expenses	478	121	6,525	1,805	8,403	4,782
Communications	1,791	391	2,056	1,897	18,979	14,710
Travel and transportation	1,143	1,615	14,924	663	63,665	66,600
Assistance to individuals	-	-	74	60	51	1,153
Insurance	802	129	803	804	6,476	5,651
Membership dues	1,346	7,037	315	301	3,208	2,875
Bad debt expense	15,669	-	4,533	12,757	188,823	47,200
Other expenses	-	-	531	-	1,762	373
Total expenses	\$ 142,771	\$ 23,328	\$ 264,902	\$ 185,650	\$ 1,389,734	\$ 1,104,034

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2015
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>2014 Total</u>
EXPENSES							
Salaries and wages	\$ 636,951	\$ 48,868	\$ 393,626	\$ 700,157	\$ 33,660	\$ 6,383,958	\$ 6,341,322
Employee benefits	144,371	10,617	106,912	154,398	8,073	1,466,552	1,298,714
Payroll taxes	45,943	3,623	24,774	47,792	9,442	452,072	468,116
Client wages	-	-	-	210	82,000	168,563	169,401
Professional fees	3,969	894	11,063	26,559	981	164,860	171,021
Staff development and training	49	1,679	1,589	712	9	17,965	35,572
Occupancy costs	42,873	4,319	29,419	77,961	27,621	513,660	519,437
Consumable supplies	21,361	773	4,555	12,295	44,753	203,826	203,786
Equipment expenses	5,497	203	2,727	4,801	5,980	61,935	72,323
Communications	10,910	2,017	10,080	10,831	7,200	168,225	156,058
Travel and transportation	10,233	2,261	8,808	33,957	5,760	277,565	300,752
Assistance to individuals	4,295	-	65	34	-	10,699	14,576
Insurance	1,673	428	3,674	6,055	308	50,048	48,182
Membership dues	623	176	2,784	2,565	865	42,210	45,236
Bad debt expense	7,725	-	1,612	38,046	-	392,281	585,572
Other expenses	159	-	-	-	24	4,116	1,462
Total expenses	<u>\$ 936,632</u>	<u>\$ 75,858</u>	<u>\$ 601,688</u>	<u>\$ 1,116,373</u>	<u>\$ 226,676</u>	<u>\$ 10,378,535</u>	<u>\$ 10,431,530</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2015
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	\$ 638,279	\$ 125,866	\$ 2,777,241	\$ 327,531	\$ -
Employee benefits	163,900	25,854	717,926	65,945	-
Payroll taxes	45,351	10,485	218,138	23,367	-
Client wages	-	4,843	184,534	-	-
Professional fees	51,525	679	69,992	129,047	16,297
Staff development and training	113	3	2,130	3,965	-
Occupancy costs	48,348	5,999	230,481	5,976	-
Consumable supplies	8,196	1,629	71,100	12,123	-
Equipment expenses	3,157	441	41,220	799	-
Communications	7,210	2,945	43,623	14,205	-
Travel and transportation	21,937	16,355	489,097	82,112	-
Assistance to individuals	16	101	31,797	129	-
Insurance	5,478	942	24,612	2,412	-
Membership dues	714	1,344	10,985	322	-
Bad debt expense	-	-	7,226	50,499	-
Other expenses	-	-	3,883	109	-
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	\$ 994,224	\$ 197,486	\$ 4,923,985	\$ 718,541	\$ 16,297

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2015
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	\$ 286,662	\$ 1,548,286	\$ -	\$ 195,246	\$ -
Employee benefits	72,577	386,139	-	53,342	-
Payroll taxes	20,700	115,016	-	13,886	-
Client wages	-	15,328	-	1,979	-
Professional fees	24,426	4,320,221	1,896,423	1,089	3,744
Staff development and training	337	4,545	-	6	-
Occupancy costs	19,073	149,582	-	44,012	-
Consumable supplies	3,681	126,919	-	7,104	-
Equipment expenses	1,328	8,331	-	621	-
Communications	3,078	32,394	-	2,138	-
Travel and transportation	17,621	73,140	-	6,862	-
Assistance to individuals	2,425	6,117	-	5	-
Insurance	2,568	12,910	-	1,633	-
Membership dues	362	3,090	-	206	-
Bad debt expense	4,965	7,578	-	-	-
Other expenses	-	455	-	-	-
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>\$ 459,803</u>	<u>\$ 6,810,051</u>	<u>\$ 1,896,423</u>	<u>\$ 328,129</u>	<u>\$ 3,744</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Consolidated Services	Combined Day/ Residential Services	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2014 Total
EXPENSES						
Salaries and wages	\$ 502,812	\$ 30,117	\$ 41,236	\$ 545,672	\$ 7,018,948	\$ 6,792,154
Employee benefits	69,212	4,814	57,257	99,743	1,716,709	1,554,200
Payroll taxes	39,193	2,141	1,485	42,166	531,928	536,675
Client wages	-	-	-	17,810	224,494	197,960
Professional fees	813,158	407,204	125,179	2,385,017	10,244,001	9,230,934
Staff development and training	87	1	13	5,116	16,316	22,275
Occupancy costs	-	621	7,313	28,543	539,948	560,428
Consumable supplies	2,695	2,341	5,604	21,213	262,605	277,676
Equipment expenses	369	70	1,067	1,671	59,074	37,965
Communications	2,525	151	1,995	4,219	114,483	129,638
Travel and transportation	57,538	-	3,019	31,914	799,595	803,475
Assistance to individuals	15,720	-	-	22,160	78,470	71,328
Insurance	1,250	202	3,153	3,730	58,890	56,388
Membership dues	8,785	26	461	2,190	28,485	27,226
Bad debt expense	-	-	-	662	70,930	101,971
Other expenses	-	-	-	89,180	93,627	12,347
Total expenses	<u>\$ 1,513,344</u>	<u>\$ 447,688</u>	<u>\$ 247,782</u>	<u>\$ 3,301,006</u>	<u>\$ 21,858,503</u>	<u>\$ 20,412,640</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

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, 2015 and 2014, 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.

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, 2014, 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 2011.

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 September 21, 2015, the date the June 30, 2015 financial statements were available for issuance.

2. **ASSETS, LIMITED USE**

As of June 30, 2015 and 2014, assets, limited use consisted of the following:

	<u>2015</u>	<u>2014</u>
Donor restricted cash	\$ 253,787	\$ 253,705
Client funds held in trust	198,341	183,422
Employee benefits	<u>54,364</u>	<u>34,652</u>
Total assets, limited use	<u>\$ 506,492</u>	<u>\$ 471,779</u>

3. **PROPERTY AND DEPRECIATION**

As of June 30, 2015 and 2014, property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Vehicles	\$ 488,496	\$ 489,702
Equipment	<u>3,007,273</u>	<u>2,744,980</u>
Total property and equipment	3,495,769	3,234,682
Less accumulated depreciation	<u>3,037,684</u>	<u>3,033,471</u>
Property and equipment, net	<u>\$ 458,085</u>	<u>\$ 201,211</u>

Depreciation expense was \$73,591 and \$14,041 for the years ended June 30, 2015 and 2014, 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, 2015 and 2014:

	<u>2015</u>		<u>2014</u>	
	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>
Investments				
Money market funds	\$ 7,336	\$ 7,336	\$ 12,227	\$ 12,227
Domestic equity funds	710,094	652,034	665,979	612,068
International equity funds	320,819	320,155	330,138	309,600
Fixed income funds	507,439	513,071	495,610	482,758
Other mutual funds	<u>41,331</u>	<u>42,030</u>	<u>44,644</u>	<u>43,058</u>
Total	<u>\$ 1,587,019</u>	<u>\$ 1,534,626</u>	<u>\$ 1,548,598</u>	<u>\$ 1,459,711</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.

	<u>2015</u>	<u>2014</u>
<u>Components of Investment Return:</u>		
Interest and dividends	\$ 27,342	\$ 18,386
Unrealized (losses) gains on investments	(36,595)	83,806
Realized gains on investments	<u>57,784</u>	<u>41,406</u>
	<u>\$ 48,531</u>	<u>\$ 143,598</u>

Investment management fees for the years ended June 30, 2015 and 2014 were \$10,110 and \$5,081, respectively.

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, 2015 and 2014.

The table below segregates all financial assets and liabilities as of June 30, 2015 and 2014 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:

	2015			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 7,336	\$ -	\$ -	\$ 7,336
Mutual Funds				
Domestic equity funds	710,094	-	-	710,094
International equity funds	320,819	-	-	320,819
Fixed income funds	507,439	-	-	507,439
Other funds	<u>41,331</u>	<u>-</u>	<u>-</u>	<u>41,331</u>
Total investments at fair value	<u>\$ 1,587,019</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,587,019</u>

	2014			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 12,227	\$ -	\$ -	\$ 12,227
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	<u>44,644</u>	<u>-</u>	<u>-</u>	<u>44,644</u>
Total investments at fair value	<u>\$ 1,548,598</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,548,598</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 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2014, the Organization implemented a 2% discretionary contribution allocated each pay period until further notice. Contributions totaled \$279,097 and \$92,346 for the years ended June 30, 2015 and 2014, respectively.

7. 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, 2015 and 2014. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. 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, 2015 and 2014, cash balances in excess of FDIC coverage aggregated \$7,395,034 and \$5,209,293, respectively.

8. CONCENTRATION OF RISK

For each of the years ended June 30, 2015 and 2014, approximately 87% 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 was originally scheduled for re-designation during May 2015; however, the State has rescheduled the re-designation for Spring 2016.

Medicaid receivables comprise approximately 83% and 85% of the total accounts receivable balances at June 30, 2015 and 2014, respectively.

9. 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 five years. Rent expense under these agreements aggregated \$880,320 and \$889,364 for the years ended June 30, 2015 and 2014, respectively.

The approximate future minimum lease payments on the above leases for the year ending June 30, 2016 are \$866,895.

See the Related Party Transactions footnote for information regarding lease agreements with a related party.

10. 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 to/from Related Party

At June 30, 2015, the Organization had a due to Shallow River balance in the amount of \$9,366. At June 30, 2014, the Organization had a receivable due from Shallow River in the amount of \$291,041.

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 for each of the years ended June 30, 2015 and 2014.

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, 2015 and 2014.

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 \$53,784 and \$327,277 for the years ended June 30, 2015 and 2014, respectively.

11. 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.

12. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

	<u>2015</u>	<u>2014</u>
Dream Team Fund	\$ 1,273	\$ 1,132
Income earned on the Memorial Fund	<u>97</u>	<u>156</u>
Total temporarily restricted net assets	<u>\$ 1,370</u>	<u>\$ 1,288</u>

13. 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, 2015 and 2014, the endowment was entirely composed of permanently restricted net assets.

Changes in endowment net assets (at fair value) as of June 30, 2015 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	563	-	563
Withdrawals	<u>(563)</u>	<u>-</u>	<u>(563)</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, 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>

14. 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, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u>	<u>Developmental</u>	<u>Subtotals</u>	<u>General</u>	<u>2015</u>	<u>2014</u>
	<u>Health</u>	<u>Services</u>		<u>Management</u>	<u>Total</u>	<u>Total</u>
REVENUES						
Program service fees:						
Client fees	\$ 644,822	\$ 3,423	\$ 648,245	\$ -	\$ 648,245	\$ 650,723
Residential fees	39,537	131,145	170,682	-	170,682	149,637
Blue Cross	176,772	32,988	209,760	-	209,760	190,600
Medicaid	11,106,765	22,271,772	33,378,537	-	33,378,537	31,887,339
Medicare	616,788	-	616,788	-	616,788	666,284
Other insurance	157,180	47,036	204,216	-	204,216	282,854
Local educational authorities	-	187,388	187,388	-	187,388	169,596
Vocational rehabilitation	7,241	10,280	17,521	-	17,521	16,314
Other program fees	80	33,047	33,127	-	33,127	38,603
Production/service income	261,767	242,838	504,605	3,494	508,099	483,562
Public support:						
Local/county government	136,715	23,330	160,045	-	160,045	70,197
Donations/contributions	3,703	17,715	21,418	54,933	76,351	358,213
Other public support	284,399	-	284,399	-	284,399	290,687
Division of Alcohol and Drug Abuse Prevention/Recovery	970	-	970	-	970	149,460
Bureau of Developmental Services and Bureau of Behavioral Health	365,865	70,720	436,585	-	436,585	425,868
Other federal and state funding:						
HUD	129,535	-	129,535	-	129,535	132,449
Other	20,412	-	20,412	4,092	24,504	66,087
Private foundation grants	172,874	-	172,874	-	172,874	220,197
Other revenues	<u>70,587</u>	<u>51,995</u>	<u>122,582</u>	<u>118,153</u>	<u>240,735</u>	<u>391,694</u>
 Total revenues	 <u>14,196,012</u>	 <u>23,123,677</u>	 <u>37,319,689</u>	 <u>180,672</u>	 <u>37,500,361</u>	 <u>36,640,364</u>
EXPENSES						
Salaries and wages	\$ 6,383,958	\$ 7,018,948	\$ 13,402,906	\$ 2,855,110	\$ 16,258,016	\$ 15,965,425
Employee benefits	1,466,552	1,716,709	3,183,261	697,539	3,880,800	3,430,580
Payroll taxes	452,072	531,928	984,000	198,357	1,182,357	1,215,557
Client wages	168,563	224,494	393,057	-	393,057	367,361
Professional fees	164,860	10,244,001	10,408,861	250,931	10,659,792	9,653,540
Staff development and training	17,965	16,316	34,281	13,260	47,541	67,287
Occupancy costs	513,660	539,948	1,053,608	176,158	1,229,766	1,246,674
Consumable supplies	203,826	262,605	466,431	59,987	526,418	550,700
Equipment expenses	61,935	59,074	121,009	30,759	151,768	129,102
Communications	168,225	114,483	282,708	86,230	368,938	370,358
Travel and transportation	277,565	799,595	1,077,160	41,087	1,118,247	1,149,112
Assistance to individuals	10,699	78,470	89,169	3,909	93,078	88,497
Insurance	50,048	58,890	108,938	25,059	133,997	128,884
Membership dues	42,210	28,485	70,695	61,751	132,446	121,685
Bad debt expense	392,281	70,930	463,211	-	463,211	687,543
Other expenses	<u>4,116</u>	<u>93,627</u>	<u>97,743</u>	<u>21,400</u>	<u>119,143</u>	<u>26,568</u>
 Total expenses	 <u>10,378,535</u>	 <u>21,858,503</u>	 <u>32,237,038</u>	 <u>4,521,537</u>	 <u>36,758,575</u>	 <u>35,198,873</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES						
	<u>\$ 3,817,477</u>	<u>\$ 1,265,174</u>	<u>\$ 5,082,651</u>	<u>\$ (4,340,865)</u>	<u>\$ 741,786</u>	<u>\$ 1,441,491</u>

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES

MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2015

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	\$ 60,664	\$ 68,830	\$ -	\$ 24,494	\$ 27,877	\$ 1,684
Residential fees	-	-	-	-	-	-
Blue Cross	60,281	59,141	-	34,742	10,189	187
Medicaid	105,577	729,262	564,639	2,911,985	113,910	199,718
Medicare	146,722	394,414	-	-	11,657	-
Other insurance	43,250	46,196	-	44,564	8,973	989
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	-
Other program fees	80	-	-	-	-	-
Production/service income	-	-	-	-	-	-
Public support:						
Local/county government	136,715	-	-	-	-	-
Donations/contributions	1,303	-	-	2,200	-	-
Other public support	38,349	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	98,305	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	2,400	2,317	244	3,666	357	1,969
Private foundation grants	11,782	-	-	1,092	-	160,000
Other revenues	68,060	-	-	378	-	-
Total revenues	675,183	1,300,160	564,883	3,023,121	271,268	364,547
EXPENSES						
Salaries and wages	\$ 484,279	\$ 767,787	\$ 162,083	\$ 778,395	\$ 496,148	\$ 148,820
Employee benefits	126,695	176,689	41,313	186,899	72,054	38,976
Payroll taxes	31,358	50,374	10,354	53,404	33,592	9,946
Client wages	-	-	-	-	-	-
Professional fees	14,929	15,964	3,593	34,464	7,674	4,831
Staff development and training	5,438	1,110	166	1,489	156	3,416
Occupancy costs	49,049	50,182	11,440	56,523	22,961	10,577
Consumable supplies	15,686	8,454	2,839	12,956	3,621	2,783
Equipment expenses	8,495	3,556	742	5,156	1,943	721
Communications	20,449	18,681	4,435	23,513	16,112	4,173
Travel and transportation	5,381	8,323	1,947	43,254	1,284	7,747
Assistance to individuals	3,135	-	-	1,832	-	-
Insurance	4,523	6,701	1,311	6,705	2,676	1,329
Membership dues	7,498	5,077	1,485	4,189	1,082	784
Bad debt expense	15,439	27,207	-	10,579	21,907	784
Other expenses	1,222	10	-	-	35	-
Total expenses	793,576	1,140,115	241,708	1,219,358	681,245	234,887
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (118,393)	\$ 160,045	\$ 323,175	\$ 1,803,763	\$ (409,977)	\$ 129,660

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2015
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	\$ 17,048	\$ -	\$ 6,359	\$ 20,784	\$ 267,738	\$ 71,165
Residential fees	-	-	-	-	-	-
Blue Cross	6,927	-	-	-	-	-
Medicaid	69,168	-	183,075	239,209	1,801,451	2,193,613
Medicare	26,809	-	-	-	888	1,212
Other insurance	5,198	-	-	-	107	164
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	7,241	-	-	-
Other program fees	-	-	-	-	-	-
Production/service income	-	-	70,661	-	-	-
Public support:						
Local/county government	-	-	-	-	-	-
Donations/contributions	-	-	-	-	-	-
Other public support	-	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	970	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	20,561	-	-	-	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	570	-	228	114	5,362	-
Private foundation grants	-	-	-	-	-	-
Other revenues	-	-	-	345	10	-
Total revenues	<u>126,690</u>	<u>20,561</u>	<u>267,564</u>	<u>260,452</u>	<u>2,075,556</u>	<u>2,266,154</u>
EXPENSES						
Salaries and wages	\$ 82,108	\$ 6,793	\$ 96,446	\$ 92,974	\$ 765,945	\$ 688,918
Employee benefits	23,315	4,517	21,620	22,575	182,494	145,034
Payroll taxes	6,009	575	14,090	6,826	54,040	49,930
Client wages	-	-	86,353	-	-	-
Professional fees	1,845	325	2,004	1,413	22,868	11,484
Staff development and training	523	14	787	156	514	158
Occupancy costs	6,790	1,461	9,525	12,121	54,790	46,048
Consumable supplies	952	350	4,316	31,298	17,716	19,118
Equipment expenses	478	121	6,525	1,805	8,403	4,782
Communications	1,791	391	2,056	1,897	18,979	14,710
Travel and transportation	1,143	1,615	14,924	663	63,665	66,600
Assistance to individuals	-	-	74	60	51	1,153
Insurance	802	129	803	804	6,476	5,651
Membership dues	1,346	7,037	315	301	3,208	2,875
Bad debt expense	15,669	-	4,533	12,757	188,823	47,200
Other expenses	-	-	531	-	1,762	373
Total expenses	<u>142,771</u>	<u>23,328</u>	<u>264,902</u>	<u>185,650</u>	<u>1,389,734</u>	<u>1,104,034</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ (16,081)</u>	<u>\$ (2,767)</u>	<u>\$ 2,662</u>	<u>\$ 74,802</u>	<u>\$ 685,822</u>	<u>\$ 1,162,120</u>

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community <u>Residences</u>	Disaster Behavioral <u>Health (DBHRT)</u>	Victims of Crime Act <u>Program</u>	ACT <u>Team</u>	Other Mental Health <u>Programs</u>	Total Mental Health <u>Programs</u>	2014 <u>Total</u>
REVENUES							
Program service fees:							
Client fees	\$ 13,624	\$ -	\$ 4,058	\$ 60,497	\$ -	\$ 644,822	\$ 649,585
Residential fees	19,177	-	-	20,360	-	39,537	29,530
Blue Cross	-	-	5,261	44	-	176,772	154,948
Medicaid	1,055,839	-	74,776	864,543	-	11,106,765	9,938,252
Medicare	-	-	16,179	18,907	-	616,788	666,284
Other insurance	-	-	7,739	-	-	157,180	217,692
Local educational authorities	-	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	7,241	7,070
Other program fees	-	-	-	-	-	80	71
Production/service income	-	-	-	-	191,106	261,767	236,293
Public support:							
Local/county government	-	-	-	-	-	136,715	69,197
Donations/contributions	200	-	-	-	-	3,703	3,880
Other public support	-	68,650	177,400	-	-	284,399	290,687
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	970	149,460
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	246,999	-	365,865	321,272
Other federal and state funding:							
HUD	129,535	-	-	-	-	129,535	132,449
Other	683	-	2,161	341	-	20,412	41,750
Private foundation grants	-	-	-	-	-	172,874	214,086
Other revenues	1,735	-	-	26	33	70,587	63,142
Total revenues	<u>1,220,793</u>	<u>68,650</u>	<u>287,574</u>	<u>1,211,717</u>	<u>191,139</u>	<u>14,196,012</u>	<u>13,185,648</u>
EXPENSES							
Salaries and wages	\$ 636,951	\$ 48,868	\$ 393,626	\$ 700,157	\$ 33,660	\$ 6,383,958	\$ 6,341,322
Employee benefits	144,371	10,617	106,912	154,398	8,073	1,466,552	1,298,714
Payroll taxes	45,943	3,623	24,774	47,792	9,442	452,072	468,116
Client wages	-	-	-	210	82,000	168,563	169,401
Professional fees	3,969	894	11,063	26,559	981	164,860	171,021
Staff development and training	49	1,679	1,589	712	9	17,965	35,572
Occupancy costs	42,873	4,319	29,419	77,961	27,621	513,660	519,437
Consumable supplies	21,361	773	4,555	12,295	44,753	203,826	203,786
Equipment expenses	5,497	203	2,727	4,801	5,980	61,935	72,323
Communications	10,910	2,017	10,080	10,831	7,200	168,225	156,058
Travel and transportation	10,233	2,261	8,808	33,957	5,760	277,565	300,752
Assistance to individuals	4,295	-	65	34	-	10,699	14,576
Insurance	1,673	428	3,674	6,055	308	50,048	48,182
Membership dues	623	176	2,784	2,565	865	42,210	45,236
Bad debt expense	7,725	-	1,612	38,046	-	392,281	585,572
Other expenses	159	-	-	-	24	4,116	1,462
Total expenses	<u>936,632</u>	<u>75,858</u>	<u>601,688</u>	<u>1,116,373</u>	<u>226,676</u>	<u>10,378,535</u>	<u>10,431,530</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 284,161</u>	<u>\$ (7,208)</u>	<u>\$ (314,114)</u>	<u>\$ 95,344</u>	<u>\$ (35,537)</u>	<u>\$ 3,817,477</u>	<u>\$ 2,754,118</u>

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2015
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	\$ -	\$ -	\$ 319	\$ 3,104	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	32,988	-
Medicaid	1,030,510	-	4,517,382	748,689	-
Medicare	-	-	-	-	-
Other insurance	-	-	-	47,036	-
Local educational authorities	-	187,388	-	-	-
Vocational rehabilitation	-	-	10,280	-	-
Other program fees	-	-	33,047	-	-
Production/service income	-	-	182,960	-	-
Public support:					
Local/county government	-	-	23,330	-	-
Donations/contributions	-	100	17,615	-	-
Other public support	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	7,779	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	-	313	40,892	2,773	-
	<u>1,030,510</u>	<u>187,801</u>	<u>4,825,825</u>	<u>842,369</u>	<u>-</u>
Total revenues					
EXPENSES					
Salaries and wages	\$ 638,279	\$ 125,866	\$ 2,777,241	\$ 327,531	\$ -
Employee benefits	163,900	25,854	717,926	65,945	-
Payroll taxes	45,351	10,485	218,138	23,367	-
Client wages	-	4,843	184,534	-	-
Professional fees	51,525	679	69,992	129,047	16,297
Staff development and training	113	3	2,130	3,965	-
Occupancy costs	48,348	5,999	230,481	5,976	-
Consumable supplies	8,196	1,629	71,100	12,123	-
Equipment expenses	3,157	441	41,220	799	-
Communications	7,210	2,945	43,623	14,205	-
Travel and transportation	21,937	16,355	489,097	82,112	-
Assistance to individuals	16	101	31,797	129	-
Insurance	5,478	942	24,612	2,412	-
Membership dues	714	1,344	10,985	322	-
Bad debt expense	-	-	7,226	50,499	-
Other expenses	-	-	3,883	109	-
	<u>994,224</u>	<u>197,486</u>	<u>4,923,985</u>	<u>718,541</u>	<u>16,297</u>
Total expenses					
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 36,286	\$ (9,685)	\$ (98,160)	\$ 123,828	\$ (16,297)

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2015
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>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	-	96,089	-	24,996	-
Blue Cross	-	-	-	-	-
Medicaid	516,312	7,920,870	1,777,268	279,980	100
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	-	17,925	-	1,961	-
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	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	15	2,657	-	2,854	-
Total revenues	<u>516,327</u>	<u>8,037,541</u>	<u>1,777,268</u>	<u>309,791</u>	<u>100</u>
EXPENSES					
Salaries and wages	\$ 286,662	\$ 1,548,286	\$ -	\$ 195,246	\$ -
Employee benefits	72,577	386,139	-	53,342	-
Payroll taxes	20,700	115,016	-	13,886	-
Client wages	-	15,328	-	1,979	-
Professional fees	24,426	4,320,221	1,896,423	1,089	3,744
Staff development and training	337	4,545	-	6	-
Occupancy costs	19,073	149,582	-	44,012	-
Consumable supplies	3,681	126,919	-	7,104	-
Equipment expenses	1,328	8,331	-	621	-
Communications	3,078	32,394	-	2,138	-
Travel and transportation	17,621	73,140	-	6,862	-
Assistance to individuals	2,425	6,117	-	5	-
Insurance	2,568	12,910	-	1,633	-
Membership dues	362	3,090	-	206	-
Bad debt expense	4,965	7,578	-	-	-
Other expenses	-	455	-	-	-
Total expenses	<u>459,803</u>	<u>6,810,051</u>	<u>1,896,423</u>	<u>328,129</u>	<u>3,744</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 56,524</u>	<u>\$ 1,227,490</u>	<u>\$ (119,155)</u>	<u>\$ (18,338)</u>	<u>\$ (3,644)</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2015
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>2014 Total</u>
REVENUES						
Program service fees:						
Client fees	\$ -	\$ -	\$ -	\$ -	\$ 3,423	\$ 1,138
Residential fees	-	-	7,860	2,200	131,145	120,107
Blue Cross	-	-	-	-	32,988	35,652
Medicaid	1,779,411	523,069	308,635	2,869,546	22,271,772	21,949,087
Medicare	-	-	-	-	-	-
Other insurance	-	-	-	-	47,036	65,162
Local educational authorities	-	-	-	-	187,388	169,596
Vocational rehabilitation	-	-	-	-	10,280	9,244
Other program fees	-	-	-	-	33,047	38,532
Production/service income	-	-	-	39,992	242,838	245,222
Public support:						
Local/county government	-	-	-	-	23,330	1,000
Donations/contributions	-	-	-	-	17,715	25,035
Other public support	-	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	62,941	70,720	104,596
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	-	-	-	-	-	14,603
Private foundation grants	-	-	-	-	-	-
Other revenues	67	-	390	2,034	51,995	147,971
Total revenues	1,779,478	523,069	316,885	2,976,713	23,123,677	22,926,945
EXPENSES						
Salaries and wages	\$ 502,812	\$ 30,117	\$ 41,236	\$ 545,672	\$ 7,018,948	\$ 6,792,154
Employee benefits	69,212	4,814	57,257	99,743	1,716,709	1,554,200
Payroll taxes	39,193	2,141	1,485	42,166	531,928	536,675
Client wages	-	-	-	17,810	224,494	197,960
Professional fees	813,158	407,204	125,179	2,385,017	10,244,001	9,230,934
Staff development and training	87	1	13	5,116	16,316	22,275
Occupancy costs	-	621	7,313	28,543	539,948	560,428
Consumable supplies	2,695	2,341	5,604	21,213	262,605	277,676
Equipment expenses	369	70	1,067	1,671	59,074	37,965
Communications	2,525	151	1,995	4,219	114,483	129,638
Travel and transportation	57,538	-	3,019	31,914	799,595	803,475
Assistance to individuals	15,720	-	-	22,160	78,470	71,328
Insurance	1,250	202	3,153	3,730	58,890	56,388
Membership dues	8,785	26	461	2,190	28,485	27,226
Bad debt expense	-	-	-	662	70,930	101,971
Other expenses	-	-	-	89,180	93,627	12,347
Total expenses	1,513,344	447,688	247,782	3,301,006	21,858,503	20,412,640
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 266,134	\$ 75,381	\$ 69,103	\$ (324,293)	\$ 1,265,174	\$ 2,514,305

**NORTHERN HUMAN SERVICES
BOARD OF DIRECTORS**

		<u>Office</u>	<u>Home</u>	Term M/Y <u>Began / End</u>
Officers:	Eric Johnson, CEO (Cell: 728-5434)	447-3347		
	Marti Faulkner, President			10.14 / 10.16
	Steve Michaud, Vice President			10.14 / 10.16
	James Salmon, Treasurer			10.15 / 10.17
	Maddie Costello, Secretary			10.15 / 10.17
Staff:	Dale Heon, CFO	447-3347		
	Susan Wiggin, Executive Assistant	447-3347		
	Suzanne Gaetjens-Olsen, MH Reg Administrator	447-3347		
	Liz Charles, DD Reg Administrator	447-3347		
Term Expire	<u>The Mental Health Center</u> 3 Twelfth St., Berlin, NH 03570	Charlie Cotton Area Director	752-7404	
'16	Margaret McClellan,			6/01
'17	*Stephen Michaud,			11/02
	<u>The Mental Health Center</u> 25 W. Main St., Conway, NH 03818 70 Bay St., Wolfeboro 03894	Jane MacKay Area Director	447-2111	
	<u>New Horizons</u> 626 Eastman Road, Center Conway, NH 03818	Shanon Mason DS Director	569-1884 356-6310	
'18	*Madelene Costello,			9/06
'18	James Salmon,			11/03
	<u>The Mental Health Center</u> 55 Colby St., Colebrook 03576 69 Brooklyn St., Groveton 03582	Steve Arnold MH Director	237-4955	
	<u>Vershire Center</u> 24 Depot Street, Colebrook, NH 03576	Michelle Goudreau DS Director	636-2555 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 Area Director	444-5358 3415	
	<u>Common Ground</u> 24 Lancaster Road, Whitefield, NH 03584	Mark Vincent DS Director	837-9547	
'17	*Marti Faulkner,			1992
'16	Bob Fink,			1/07, 3/13
'18	*Amy Mitz,			10/12

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, Maddie Costello, Suzanne Gaetjens-Olsen, Liz Charles

*Member representing consumer with developmental disability

DALE HEON

EMPLOYMENT HISTORY:

Apr. 2007 - Present

NORTHERN HUMAN SERVICES INC., Conway, NH

Job Title: Chief Financial Officer

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 – Apr. 2007

Robert Half International, Manchester, NH

Job Title: Interim Chief Financial Officer (client)

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

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 1999 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

ELIZABETH CHARLES



WORK EXPERIENCE

Regional Administrator, Developmental Services, Northern Human Services. Primary responsibility is to direct the regional management and provision of services to individuals with developmental disabilities and acquired brain disorders. Responsible for the direct supervision of the IHS and PDMS Programs, DD Quality Improvement initiatives, supervises the Director, Developmental Services, -New Horizons and Vershire and also the Community Care Waiver Coordinator, QI/Compliance Coordinator and Office Manager at Center Office. Additionally responsible for program planning and development, budgeting and control, accountability, revenue maximization and assurance of quality of care, including the Agency's maintenance of accreditation

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

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 | *Corporate Compliance |
| *Budget Development | *Quality Assurance |
| *Consumer Rights Protection | *Program Development |
| *Policy Development | *Grant Writing |
| *Inter-Agency Collaboration | *Personnel Management |
-

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 – Present

- **CHIEF OF OPERATIONS** (1997 - Present)
- **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 hold full responsibility for the day to day management of the agency. Oversee Area Directors, Quality Assurance/Corporate Compliance, Human Resources, specific Developmental Services program functions and client complaint resolution processes. Also have provided coverage for the CEO and other Management Team staff vacancies on an ongoing basis as needed.

Examples of Leadership:

- Led agency's consolidation with the former organization known as The Center of Hope, which entailed hiring 200 employees and the integration of an \$8 million dollar operations budget.
 - Successfully managed through the turnover of three previous Chief Financial Officers; oriented and supported each of the new CFO hires in annual budget development as they learned the complexities of the job.
 - Provided interim leadership and supported program operations of both New Horizons and the Mental Health Center in Conway while recruiting for new Area Directors on four separate occasions.
 - Have maintained strong collaborative relationships with all of the State Bureau's and various funding sources over entire career with the agency.
 - Have led multiple agency projects by mentoring and supervising staff who were charged with specific outcomes; this included the Tele-psychiatry Project, the recent Electronic Medical Record initiative, the Columbia House Residential Treatment Program, the Family Support Program, and numerous other program initiatives.
 - Have represented the agency at state-level meetings when the CEO has been unavailable. This has included meetings with several DHHS Commissioners, all Bureau Chiefs and the Governor of NH.
-

Northern NH Council on Alcoholism - Dummer, NH

1983 -1985

- **DRUG AND ALCOHOL COUNSELOR**

NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH

1982 - 1983

- **VISTA VOLUNTEER**
-

EDUCATION

Masters of Human Service Administration (MSHSA)

Springfield College – Springfield, MA

Bachelor of Arts (BA)

University of NH – Durham, NH

Abigail Cassell



OBJECTIVE

To use and expand the skills that I have acquired through my education and work with Northern Human Services to grow within the company.

WORK HISTORY

May 2016-Current

Regional Coordinator, Northern Human Services

Coordinating region-wide activities and initiatives within the Developmental Services (DS) System. Managing the funding Waitlist, and submission of new programs to the Bureau of Developmental Services. As well as supervision of the In Home Support and Participant Directed and Managed Services Programs Coordinators.

September 2013-April 2016

Participant Directed and Managed Service (PDMS) Service Coordinator, Northern Human Services
Working with families/guardians that have adult children that receive funding from the Developmental Disability Waiver or Applied Brain Disorder Waiver through the State of NH with Medicaid money. Planning and implementing a yearly budget and Service Agreement. Hiring and supervising all staff, completing all human recourse paperwork, background checks, and payroll for all employees and families. Collecting and inputting all employment data for the PDMS program, oversight of programs with employment supports.

June 2011– Current

Sales Associate, Timberland

Daily store tasks, cleaning, moping, organizing. Working on cash register, and customer service.

August 2012– September 2013

Job Developer, Lakes Region Community Services

Created and taught a curriculum around job development for teenagers and adults with disabilities. Do job development with individuals within the agency and from Vocational Rehab referrals. Provide direct support and complete daily, weekly, and monthly reports.

April 2012– July 2012

Educational Aide, North Country Learning Center

Implementing behavior plans for a student with autism designed by special education teacher. Teaching with use of I pad and other electronic devices. Conducting applied behavioral analysis and completing daily, weekly and monthly reports.

February 2012– July 2012 per Diem

Residential Advisor, North Country Independent Living

Assisting with everyday basic needs for individuals with Traumatic Brain Injuries and Developmental Disabilities. Assisting with meals, medication, and cleaning. Accompany to work and provide

transportation.

June 2010-August 2011

Assistant Director 2010, Director 2011 Madison Summer Recreation Program

Assisting and planning the summer program. Including weekly activities, field trips, weekly craft, and organizing staffing assignments. Completed monthly reports to be given to director of Mustang Academy weekly and daily attendance to the main office of Madison Elementary.

EDUCATION

2011-2013, Granite State College N. Conway NH, received: B.S Behavioral Science and Human Services
2009-2011, Transferred, Wheelock College Boston MA.

2005-2009, General Education, Kennett High School N. Conway NH

AWARDS RECEIVED

Number one Secretary in New England, Key Club 2008, 2009

Number one Secretary notes in New England, Key Club 2008, 2009

Nominated Youth Philanthropist Award 2009

Rising star Award– Wheelock College 2010

VOLUNTEER EXPERIENCE

Kiwanis: Key Club 2005-2009 Board Member

Wild Quack Duck Race: Children's Activity Coordinator 2006-2009

Angels and Elves: Group Leader for 3 years (2006-2009) still volunteer

Polar Express 2005-current

Believe in Books Literacy Foundation: Character Reading to schools 2005– 2011

COMPUTER SKILLS

Proficient in all Microsoft Office programs.

Ipad Programs

LICENSES/CERTIFICATES and Additional Trainings

College of Direct Support -Training

Employment Consulting and Workplace Support -Certified. Through UNH

PHI– Coaching Approach to Communication -Training

NH Department of Health and Human Services Medication Administration-Training

Person Centered Employment Training – Training

ACRES Certified

APSE Certified-Certified Employment Support Professional

Crisis Prevention Intervention (CPI) Certified

Residential Assistant, Wheelock College

Paraeducator 2 State of NH Dept. of Education

Passed Praxis 1

REFERENCES

Provided upon request

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 17 (7/1/16 - 6/30/17)				
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
Abigail Cassell, Regional Coordinator	\$35,000	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
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: Developmental and Acquired Brain Disorder Services (SS-2017-BDS-02-DEVEL-08)

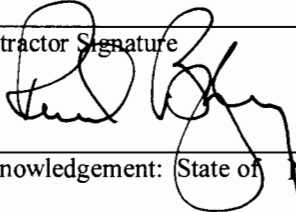
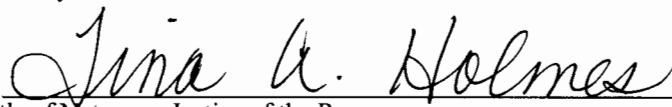
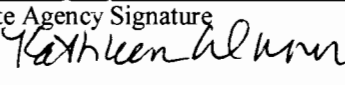
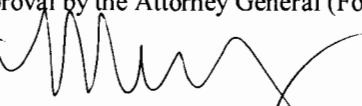
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name One Sky Community Services, Inc.		1.4 Contractor Address 755 Banfield Road Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-436-6111 Ext152	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7014 05-95-93-930010-7852	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,432,496
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard Bagley, President . Bpard of Directors One Sky Community Services, Inc.	
1.13 Acknowledgement: State of NH, County of Rockingham On May 27, 2016, 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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: right;"> TINA A. HOLMES, Notary Public My Commission Expires January 15, 2019 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Tina A. Holmes, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen A Dunn, Assoc. 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) (if applicable) By:  On: Megan A. York Attorney 6/9/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials RB
Date 5/27/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

SCOPE OF SERVICES

1. 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 and/or Employment 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 Community Participation 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)
	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



Exhibit A

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 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, shall be the Effective Date, that is, July 1, 2016, 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.

RB

5/27/18



Exhibit A

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.

2.11. **No Wrong Door System:**

2.11.1. DHHS has identified the Contractor as a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services

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from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6¹:

- 2.11.2. As a NWD Partner the Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines:
 - 2.11.2.1. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).;
 - 2.11.2.2. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - 2.11.2.3. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to 4 local NHCarePath Partner meetings in the contractors region and up to 3 statewide meetings for all partners;
 - 2.11.2.4. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2.11.2.5. Support Individuals and follow standardized guidelines established by DHHS for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS; and
 - 2.11.2.6. Utilize and distribute NHCarePath outreach, education and awareness materials.

2.12. WORKFORCE DEVELOPMENT

- 2.12.1. To promote training and recruitment of the respite/family support workforce the Contractor shall:
 - 2.12.1.1. Develop an Area assessment of current respite/family support workforce capacity;
 - 2.12.1.2. Develop an Area Agency Plan to address respite/family support workforce capacity;
 - 2.12.1.3. Implement the Plan;
 - 2.12.1.4. Provide quarterly reports to DHHS, with the first report due on September 30, 2016 and subsequent reports due on December 31, 2016 and March 31, 2017 on the above; and

¹ For more information visit: <http://www.gencourt.state.nh.us/rsa/html/xii/171-a/171-a-mrg>

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- 2.12.1.5. Provide a final report, summarizing all of the activities of the training and recruitment initiative no later than July 30, 2017. This provision shall survive the contract expiration date and shall be binding on the Contractor until the final report is submitted to DHHS.

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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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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2. Community Participation Services and/or Employment 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 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.

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	168	E20
Richie McFarland Children's Center	252	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.
- 3.3. FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the IFSP team.
- 3.4. FCESS services shall be provided in compliance with Office of Special Education Programs (OSEP) compliance indicators.
- 3.5. FCESS services shall be provided in natural environments as defined by OSEP and He-m 510.
- 3.6. Area agency shall ensure that all FCESS data is maintained accurately, completely, and in a timely manner. Data requests for FCESS data shall be responded to in a timely manner.
- 3.7. FCESS programs will team with other professionals to meet the needs of children and families served by our system.



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- 3.8. All FCESS staff shall comply with current professional development standards as defined by BDS monitoring process, written guidance, and He-m 510.
 - 3.8.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within 1 year of their hire date.
 - 3.8.2. All staff will have current individualized professional development plans updated at least annually.
 - 3.8.3. All staff will have training at least annually in procedural safeguards.
 - 3.8.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 3.9. FCESS services shall be provided in a timely manner. Current policy is:
 - 3.9.1. 45 day timeline between referral and approved IFSP;
 - 3.9.2. Services start no later than 30 days from the date agreed to by IFSP team; and
 - 3.9.3. Consultant services start no later than 30 days from the date need is determined by IFSP team.
- 3.10. Area agency shall ensure that FCESS programs maintain high levels of quality and compliance.
- 3.11. Area agency and program staff shall comply with all FCESS current guidance documents, He-m 510 rules, and IDEA federal law.

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 Community Participation Services.

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	304	84	141	79	109,753	F01, F02, F05

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.



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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 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.

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- 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,
 - 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.



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- 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 discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

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7. Residences Which May Also Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential and 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 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.

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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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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 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 15 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 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



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- 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 One Sky Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
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Community

Support/Independent Living

FARMSTEADS	L85	Community Support Service	1	3095
GREAT BAY	L35	Community Support Service	20	27653
ONE SKY	L01	Community Support Service	26	58470

Community Participation Services

CSNH	D45	Day	1	4484
EASTER SEALS	D30	Day	20	75247
FARMSTEADS	D85	Day	3	13543
GBC	D80	Day	2	9235
GREAT BAY	D35	Day	50	177277
IPP	D40	Day	16	65083
LIFE VISIONS	D18	Day	1	4404
LIFESHARE	D70	Day	17	65012
LISS	D65	Day	24	98144
ONE SKY	D02	Day	11	37200
ONE SKY	SEP	SEP	14	44063
R 8 - One Sky	D01	Day	1	1200
WOU	D60	Day	8	25372

In Home Support Services

LISS	I66	In Home Supports	1	12
R 8 - One Sky	I06	In Home Supports	36	336

Residences Which May Also Provide Community Participation Services

BECKET	C16	Day	2	9212
BECKET	C16	Residential	3	981
CRTCH MTN	C75	Day	8	39341
CRTCH MTN	C75	Residential	8	2616
CSNH	C45	Day	1	2681
CSNH	C45	Residential	1	327
EASTER SEALS	C30	Day	22	83821
EASTER SEALS	C30	Residential	23	7559
FARMSTEADS	C85	Day	4	19849
FARMSTEADS	C85	Residential	4	1308
IPP	C40	Day	4	18804
IPP	C40	Residential	4	1308
KNC	C92	Day	1	4878
KNC	C92	Residential	1	330
LIFESHARE	C70	Day	11	42214

Contractor Initials: RB
Date: 5/27/16

Exhibit A-2 One Sky Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Price
	LIFESHARE	C70	Residential	11	3602
	LISS	C65	Day	15	60664
	LISS	C65	Residential	17	5563
	MAY INSTITUTE	C90	Day	2	10713
	MAY INSTITUTE	C90	Residential	2	654
	ONE SKY	C02	Day	13	35134
	ONE SKY	C02	Residential	18	5886
	ONE SKY	C04	Day	5	16967
	ONE SKY	C04	Residential	6	2035
	REG 4	C42	Day	1	4913
	REG 4	C42	Residential	1	327
	REG 9	C94	Day	1	1829
	REG 9	C94	Residential	1	327
	RRI	C55	Day	3	11888
	RRI	C55	Residential	3	981
Residential Services					
	CSNH	R45	Residential	2	654
	EASTER SEALS	R30	Residential	10	3270
	GBC	R80	Residential	1	327
	GREAT BAY	R35	Residential	4	1460
	IPP	R40	Residential	5	1635
	LIFESHARE	R70	Residential	9	2975
	LISS	R65	Residential	14	4578
	NEURORE	R32	Residential	2	654
	R 8 - One Sky	R03	Residential	8	2624
	RRI	R55	Residential	2	654
Services to Persons With Acquired Brain Disorders					
	EASTER SEALS	C30	Day	1	4983
	EASTER SEALS	C30	Residential	1	327
	LIFESHARE	C70	Day	1	1922
	LIFESHARE	C70	Residential	1	270
	LISS	C65	Day	1	5027
	LISS	C65	Residential	1	327
	NCIL	C25	Day	1	2435
	NCIL	C25	Residential	1	327
	ONE SKY	C02	Day	1	5084
	ONE SKY	C02	Residential	1	327
	ONE SKY	C04	Day	1	4288
	ONE SKY	C04	Residential	1	324

LB

Exhibit A-2 One Sky Community Services

Detailed Service	Provider	Cost Center	Service Group	Count	Service Units
	KNC	185	Consolidated Services	1	12
	LIFESHARE	170	Consolidated Services	1	12
	R 8 - One Sky	103	Consolidated Services	3	36
	GBC	L80	Community Support Service	1	4160
	ROSE MEADOW	R19	Residential	1	327
Participant Directed and Managed Services					
	CSNH	145	Consolidated Services	1	12
	EASTER SEALS	130	Consolidated Services	3	36
	GREENGARD	195	Consolidated Services	2	24
	IPP	140	Consolidated Services	1	12
	LIFESHARE	170	Consolidated Services	4	48
	LISS	165	Consolidated Services	6	84
	ONE SKY	102	Consolidated Services	7	84
	R 8 - One Sky	103	Consolidated Services	65	852
	REG 9	194	Consolidated Services	1	12



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, 2016 to June 30, 2017, shall not exceed:
 - 2.1. \$171,697 – 12% 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. \$1,260,799 – 88% 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.



- 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, 2016, to the State for its approval, the Contractor's State Fiscal Year 2017 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. 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.
 - 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



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.

RB

5/27/16



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."

RB

5/27/10



"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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5/27/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



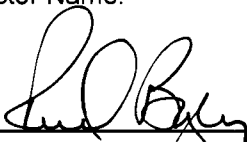
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: One Sky Community Services, Inc.

5/27/2016
Date


Name: Richard Bagley
Title: President, Board of Directors
One Sky Community Services, Inc.



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

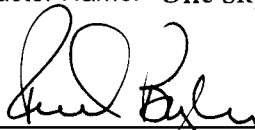
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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 Name: One Sky Community Services, Inc.

5/27/2016
Date


Name: Richard Bagley
Title: President, Board of Directors
One Sky Community Services, Inc.



**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

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

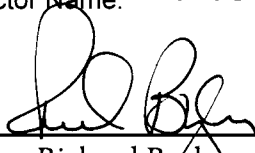
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: One Sky Community Services, Inc.

5/27/2016
Date


Name: Richard Bagley
Title: President, Board of Directors
One Sky Community Services, Inc.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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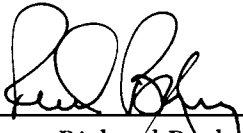
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for 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: One Sky Community Services, Inc.

5/27/2016
Date


Name: Richard Bagley
Title: President, Board of Directors
One Sky Community Services, Inc.



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: One Sky Community Services, Inc.

5/27/2016
Date

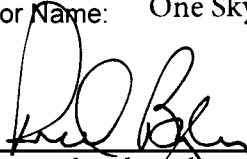

Name: Richard Bagley
Title: President, Board of Directors
One Sky Community Services, Inc.



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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5/27/14



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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5/27/16



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

FB

5/27/16



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Dept of Health & Human Services
The State

Kathleen Alham
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

June 6, 2016
Date

One Sky Community Services, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Richard Bagley
Name of Authorized Representative

President, Board of Directors
Title of Authorized Representative

5/27/2016
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

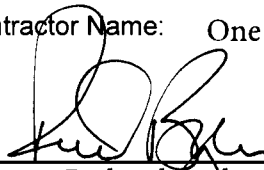
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: One Sky Community Services, Inc.

5/27/2016
Date


Name: Richard Bagley
Title: President, Board of Directors
One Sky Community Services, Inc.



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: 16-184-1853
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Initials RB
Date 5/27/16

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 6th day of May A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Robert A. Brown , do hereby certify that:

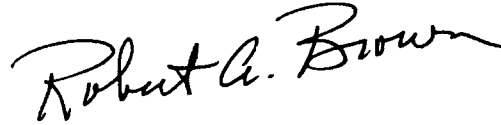
1. I am a duly elected Officer of One Sky Community Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 9, 2016:

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 27th day of May, 2016 .

4. Richard Bagley is the duly elected President of the Agency.

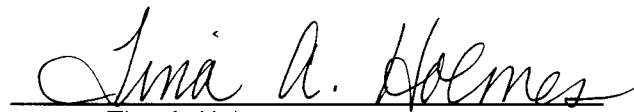


STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 27th day of May, 2016,

By Robert A. Brown.


Tina A. Holmes

(NOTARY SEAL)

Commission Expires: **TINA A. HOLMES, Notary Public**
My Commission Expires January 15, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2016

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 Risk Strategies Company One New Hampshire Avenue Suite 340 Portsmouth NH 03801	CONTACT NAME: Penny Zust PHONE (A/C, No, Ext): (603) 778-8985 FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER B: Wesco Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Companies		INSURER B: Wesco Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Philadelphia Insurance Companies														
INSURER B: Wesco Insurance Company														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED One Sky Community Services, Inc.														

COVERAGES **CERTIFICATE NUMBER:** CL162307484 **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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1450709	2/1/2016	2/1/2017	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 type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1450752	2/1/2016	2/1/2017	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB529574	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WVC3179553	2/1/2016	2/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Sexual Abuse or Molestation			PHPK1450709	2/1/2016	2/1/2017	\$1,000,000 occ/\$3,000,000 agg
A	Professional Liability			PHPK1450709	2/1/2016	2/1/2017	\$1,000,000 occ/\$3,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

80 Fleet St., Unit B, Portsmouth, NH03801
 40 Newfields Rd., Exeter, NH 03833
 14 Woodridge Ln, North Hampton, NH 03862
 78 Dame Rd., Newmarket, NH 03857
 755 Banefield Rd., Portsmouth, NH 03801
 60 Exeter Rd., Newmarket, NH 03857

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Health and Human Services Bureau of Contracts & Procurement 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Christian/PYZ <i>MBC</i>
--	---

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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.**



P.A., Certified Public Accountants

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, 2015 and 2014, 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, 2015 and 2014, 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.

A handwritten signature in black ink, appearing to read "Joseph J. DeGroot CPA". The signature is written in a cursive style with a horizontal line extending to the right.

Nashua, NH
November 4, 2015

ONE SKY COMMUNITY SERVICES, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2015 and 2014

	2015	2014
ASSETS		
<u>CURRENT ASSETS</u>		
Cash	\$ 1,137,764	\$ 1,812,783
Cash-client funds	270,865	257,526
Accounts receivable - Medicaid	1,817,829	1,782,903
Accounts receivable - other	114,755	112,943
	3,341,213	3,966,155
 <u>PROPERTY & EQUIPMENT</u>		
Land	253,200	253,200
Buildings	910,634	910,634
Leasehold improvements	570,035	570,035
Vehicles	50,109	50,109
Equipment	404,162	370,248
	2,188,140	2,154,226
Less accumulated depreciation	1,136,557	1,037,445
	1,051,583	1,116,781
 <u>OTHER ASSETS</u>		
	49,262	41,220
	\$ 4,442,058	\$ 5,124,156
 LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Accounts payable	\$ 1,257,706	\$ 1,609,917
Accrued compensation	296,101	253,902
Other current liabilities	20,655	20,342
Deferred revenue-state	74,148	423,817
Refundable advances	18,128	18,766
Client accounts	270,865	257,526
	1,937,603	2,584,270
 <u>NET ASSETS</u>		
Unrestricted	2,504,455	2,539,886
	\$ 4,442,058	\$ 5,124,156

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, 2015 and 2014

	2015	2014
Public Support and Revenue:		
Medicaid	\$ 20,914,064	\$ 19,819,722
Division of Developmental Services	1,165,953	1,263,512
Contributions	8,871	7,412
Interest	253	477
Other revenue	836,970	861,377
Total Public Support and Revenue	22,926,111	21,952,500
 Expenses:		
Program Services:		
Service coordination	1,138,662	1,156,839
Residential services	1,774,645	1,706,442
Participant directed & managed/In-home supports	4,015,171	3,699,205
Early intervention	943,604	995,033
Family support	612,339	487,607
Respite care	342,266	414,220
Combined residential/day services	9,022,381	7,883,866
Independent living	392,386	405,125
Day services	2,826,024	2,901,103
Clinical supports	422,213	174,506
School services	260,547	258,826
	21,750,238	20,082,772
Supporting Services:		
General Management	1,211,304	1,945,823
Total expenses	22,961,542	22,028,595
 Change in Unrestricted Net Assets	 (35,431)	 (76,095)
 Net Assets, Beginning of Year	 2,539,886	 2,615,981
 Net Assets, End of Year	 \$ 2,504,455	 \$ 2,539,886

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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows provided by (used in) operating activities		
Cash received from public support and other revenues	\$ 22,538,813	\$ 21,227,763
Cash paid to suppliers and employees	(23,159,826)	(22,024,873)
Interest received	253	477
Net cash used in operating activities	<u>(620,760)</u>	<u>(796,633)</u>
Cash flows provided by (used in) investing activities		
Capital expenditures	<u>(46,217)</u>	<u>(115,558)</u>
Net cash used in investing activities	<u>(46,217)</u>	<u>(115,558)</u>
Cash flows provided by (used in) financing activities		
Other assets	<u>(8,042)</u>	<u>(5,529)</u>
Net cash used in financing activities	<u>(8,042)</u>	<u>(5,529)</u>
Net decrease in cash	(675,019)	(917,720)
Cash, Beginning of Year	<u>1,812,783</u>	<u>2,730,503</u>
Cash, End of Year	<u>\$ 1,137,764</u>	<u>\$ 1,812,783</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Change in net assets	\$ (35,431)	\$ (76,095)
Adjustments:		
Depreciation and amortization	111,415	112,599
Change in assets and liabilities:		
(Increase) decrease in accounts receivable	(36,738)	(571,002)
Increase (decrease) in accounts payable and accrued expenses	(309,699)	(108,877)
Increase (decrease) in deferred revenue-state	(349,669)	(156,349)
Increase (decrease) in refundable advances	<u>(638)</u>	<u>3,091</u>
Total cash used in operating activities	<u>\$ (620,760)</u>	<u>\$ (796,633)</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, 2015

	Service Coordination	Residential Services	Participant Directed & Managed/In-Home Supports	Early Intervention	Family Support	Respite Care	Combined Residential / Day Services	Independent Living	Day Services	Clinical Supports	School Services	General Management	2015 Total
Personnel Costs													
Salary and wages	\$ 632,308	\$ 39,643	\$ 1,025,086	\$ 22,826	\$ 217,022	\$ 22,826	\$ 706,015	\$ 152,926	\$ 178,881	\$ 126,151	\$ 159,695	\$ 704,446	\$ 3,982,825
Employee benefits	115,864	11,637	76,692	6,401	49,931	6,401	133,423	41,507	41,493	20,035	29,611	121,798	653,793
Payroll taxes	52,611	3,120	77,908	1,897	17,940	1,911	53,603	11,934	13,643	10,262	12,085	57,194	314,108
Professional fees and consultants													
Client treatment and services	4,448	220,924	1,465,954	-	3,295	286,755	437,663	855	2,995	-	-	-	2,422,889
Therapies	57,792	1	14,855	11	921	22	62,116	4,976	5,014	216,050	4,852	426	367,036
Accounting and auditing	7,948	-	-	-	-	-	115	-	25	113	25	7,063	12,780
Legal	-	-	25	-	1,223	-	-	-	-	-	-	-	16,537
Payroll preparation	-	-	-	-	-	-	-	-	-	-	-	-	58,830
Other	22,967	175	58,718	178	3,661	181	53,617	560	387	10,935	136	83,122	234,637
Conferences and conventions	6,730	107	2,036	388	2,170	257	1,733	436	472	2,124	809	17,533	34,795
Occupancy costs													
Rent	54,396	1,302	12,568	1,554	19,824	1,807	6,469	4,916	2,060	8,306	15,770	42,246	171,210
Electricity and other utilities	7,451	183	1,721	213	2,722	3,492	31,576	669	1,135	1,153	2,115	5,787	58,217
Maintenance and repairs	576	15	127	16	200	833	64,476	48	645	88	1,095	636	68,755
Other occupancy costs	-	-	-	-	-	3,180	-	-	-	-	-	-	3,180
Consumable supplies													
Client consumables	10,884	264	5,171	311	3,972	358	33,934	980	589	1,678	235	8,546	66,922
Office	20,430	279	2,896	332	6,202	375	2,749	1,017	1,575	3,374	1,925	16,041	57,195
Equipment maintenance	4,514	72	7,510	121	1,529	170	673	412	410	531	1,013	3,802	20,757
Advertising	1,991	33	404	33	476	33	956	98	58	196	150	11,994	16,422
Printing	1,872	27	335	41	502	54	204	135	340	181	437	1,590	5,718
Telephone	15,568	341	3,519	417	5,301	493	1,964	2,650	1,737	2,194	1,899	11,421	47,504
Postage	10,367	246	2,376	292	3,704	338	1,211	921	417	1,809	1	8,073	29,755
Transportation	32,709	1,227	139,244	2,878	13,412	3,314	38,865	17,591	24,264	14,216	23,626	5,920	317,266
Assistance to individuals	25,628	21,960	50,326	7	255,686	1,120	30,594	(347)	17,726	-	4,355	872	407,927
Insurance	4,372	-	1,192	48	1,699	604	9,179	447	-	-	605	9,412	27,558
Membership dues	1,272	178	3,739	74	864	25	82	63	2,783	96	105	504	9,785
Other expenditures	1,426	18	4,769	23,577	467	32	686	356	28,390	129	3	9,604	69,457
Subcontractor	29,418	1,471,597	1,054,544	881,557	-	5,582	7,283,070	147,940	2,500,553	-	-	-	13,374,261
Total expenses before depreciation and amortization	1,123,542	1,773,349	4,011,715	943,172	606,723	340,163	8,954,973	391,090	2,825,592	419,621	260,547	1,199,640	22,850,127
Add: depreciation & amortization	15,120	1,296	3,456	432	5,616	2,103	67,408	1,296	432	2,592	-	11,664	111,415
Total program expenses	\$ 1,138,662	\$ 1,774,645	\$ 4,015,171	\$ 943,604	\$ 612,339	\$ 342,266	\$ 9,022,381	\$ 392,386	\$ 2,826,024	\$ 422,213	\$ 260,547	\$ 1,211,304	\$ 22,961,542

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	Clinical Supports	School Services	General Management	2014 Total
Personnel Costs													
Salary and wages	\$ 502,845	\$ 89,011	\$ 876,096	\$ 31,056	\$ 204,343	\$ 36,056	\$ 424,758	\$ 143,292	\$ 236,899	\$ 78,960	\$ 149,277	\$ 661,783	\$ 3,514,386
Employee benefits	110,834	15,868	61,830	4,747	47,514	5,143	69,523	37,112	34,797	10,446	29,525	97,232	524,571
Payroll taxes	55,346	6,865	67,420	2,762	19,168	3,324	32,199	11,863	18,390	6,443	10,990	57,644	292,414
Professional fees and consultants													
Client treatment and services	3,543	263,036	1,335,610	-	10,501	332,402	282,985	-	7,910	3,087	-	-	2,239,074
Therapies	110,657	7,705	7,713	11	109	34	26,901	5,561	5,376	13,820	5,346	471	183,704
Accounting and auditing													
Legal	4,094	20	161	20	518	40	80	80	60	349	-	11,550	11,550
Payroll preparation													
Other	34,838	1,253	56,675	205	2,478	245	64,474	573	1,470	34,377	785	49,231	49,231
Conferences and conventions	6,623	777	1,921	506	5,348	1,101	962	927	1,129	2,675	546	77,796	275,169
Occupancy costs													
Rent	54,108	1,531	11,367	2,416	19,262	3,063	6,126	6,126	4,594	4,734	15,600	39,818	168,745
Electricity and other utilities	8,449	239	1,765	383	3,009	3,308	35,751	955	1,174	716	2,045	6,206	64,000
Maintenance and repairs	924	66	192	29	300	248	44,848	98	122	61	730	638	48,256
Other occupancy costs						3,310							3,310
Consumable supplies													
Client consumables	10,440	295	8,472	473	3,717	590	32,655	1,180	887	885	28	7,669	67,291
Office	26,398	648	3,164	908	8,348	1,372	11,899	2,373	2,204	2,773	2,498	26,700	89,285
Equipment maintenance	5,617	168	2,875	287	2,276	335	670	670	639	799	1,803	4,468	20,607
Advertising	891	169	353	42	303	47	1,836	95	71	16	-	1,143	4,966
Printing	2,755	136	519	101	1,119	138	525	322	338	348	81	2,675	9,057
Telephone	15,466	414	3,200	644	5,200	859	1,757	3,288	2,608	1,708	2,298	10,784	48,226
Postage	9,918	280	2,086	432	3,509	559	1,119	1,119	840	918	9	7,453	28,242
Transportation	30,338	2,968	115,866	2,219	11,924	3,909	20,368	22,402	37,598	11,337	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	719	119	5,479	20	499	28	56	56	210	24	-	622	7,832
Other expenditures	360	10	21,782	10,813	120	4,144	6,375	133	1,507	30	-	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	1,141,526	1,706,442	3,699,205	994,700	483,279	411,883	7,813,046	403,793	2,901,103	174,506	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	\$ 1,156,839	\$ 1,706,442	\$ 3,699,205	\$ 995,033	\$ 487,607	\$ 414,220	\$ 7,883,866	\$ 405,125	\$ 2,901,103	\$ 174,506	\$ 258,826	\$ 1,945,823	\$ 22,028,595

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, 2015 and 2014

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.

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, 2015 or 2014.

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

ONE SKY COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2015 and 2014

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

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 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.

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, 2015 or 2014.

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 the periods ended June 30, 2012 through 2015. 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.

ONE SKY COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2015 and 2014

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 Flow

The Agency considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

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 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, 2015 and 2014.

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 initial rent of \$12,636 per month increases approximately 4% on each anniversary. Rent expense was \$153,828 for the year ended June 30, 2015 and \$151,632 for the year ended June 30, 2014. 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 lease was renewed in May 2015 for an additional two years at \$1,385 per month. The Agency is responsible for all utilities and maintenance.

ONE SKY COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2015 and 2014

NOTE C. LEASE COMMITMENTS (Continued)

Minimum future lease payments under these operating leases as of June 30, 2015 are:

<u>Fiscal Year End</u>	<u>Amount</u>
2016	\$ 177,036
2017	\$ 180,858
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, 2015 and 2014, 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, 2015 and June 30, 2014, the Company's uninsured cash balances, excluding sweep account balances described below, were \$1,261,431 and \$69,928, respectively.

The Agency had a commercial sweep account agreement whereby excess balances are utilized to purchase government securities, which are uninsured. This program was terminated in March 2015. The total invested at June 30, 2014 was \$1,965,055.

The Agency received 91% and 94% of its revenues from Medicaid billings for the years ended June 30, 2015 and 2014, respectively.

ONE SKY COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2015 and 2014

NOTE F. RELATED PARTY TRANSACTIONS

The Agency's treasurer is an attorney. The law firm in which he is a principal, was paid \$1,188 and \$6,524 for professional services for the years ended June 30, 2015 and 2014, respectively.

NOTE G. SUBCONTRACTOR ADMINISTRATIVE COSTS

For the year June 30, 2014, the subcontractor contracts were a fixed price amount that contained a portion of the administrative costs of the subcontractor. These costs were reported in the Agency's general management expenses.

For the year June 30, 2015, the contracts were converted to fee for service contracts and as such no specific component of the subcontractor's administrative costs were included in the payments. This resulted in a reduction in the Agency's general management expenses of \$830,000 related to subcontractors.

NOTE H. RECLASSIFICATION

Certain data included in the June 30, 2014 financial statements has been reclassified to the current year's presentation.

NOTE I. 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, 2015 and 2014, based on the relatively short maturity of these instruments

NOTE J. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through November 4, 2015, the date that the financial statements were available to be issued.

**BOARD OF DIRECTORS - REGION VIII
ONE SKY COMMUNITY SERVICES, INC.
05/27/2016**

	<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.	Dearborn, Kenston	Jan. 2019
7.	*Grossman, Gabrielle	May 2019
8.	Herold, Bob	Feb. 2018
9.	*Kotkowski, Gerald	Feb. 2018
10.	*Kuchtey, Walter	May 2017
11.	LaBonte, Elizabeth	Jan. 2018
12.	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

ONE SKY COMMUNITY SERVICES, INC.

Portsmouth, NH

Private non-profit corporation dedicated to ensuring that individuals with developmental disabilities and acquired brain disorders are able to live independently in t

Chief Executive Officer (April 2015 to Present)

Responsible for overall management, planning, vision and leadership for all aspects of One Sky Community Services, working closely with and responsible to the Board of Directors.

- Work in close partnership with the Board of Directors to achieve agency mission, vision, and strategic direction.
- Assure the sound management and progressive development of the organization in accordance with its mission and strategic plan;
- Oversee agency services, operations, properties, and record keeping;
- Provide leadership through advocacy, education, and facilitation of internal and external relationships;
- Ensure agency compliance with regulations related to rights and protections for individuals served;
- Ensure agency compliance with State and Federal regulations applicable to services;
- Assure the quality of and satisfaction with services being provided by Region 8 and through subcontract agencies;
- Provide thorough and timely agency reporting to the Bureau of Developmental Services;
- Work with management to prepare a budget, present it to the Board, and see that the organization operates within budget guidelines;
- Assure adequate control and accounting of all funds, including developing and maintaining sound financial practices;
- Advocate with State and Federal funding sources for adequate resources to support agency operations and address needs;
- Work to expand resources to support operations.
- Establish and maintain positive relationships with individuals and families;
- Support individuals and families in advocacy efforts and advocate on their behalf as appropriate;
- Promote community understanding, acceptance of, and support for individuals with developmental disabilities;
- Maintain good working relationships with subcontract agencies;
- Maintain on-going communication and collaboration with the Bureau and other funding sources;
- Promote One Sky’s presence within our communities.

A. CHRISTIAAN (CHRIS) MUNS

PROFESSIONAL EXPERIENCE (cont'd)

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

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

A. CHRISTIAAN (CHRIS) MUNS

PROFESSIONAL EXPERIENCE (cont'd)

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.

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.

A. CHRISTIAAN (CHRIS) MUNS

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 – 2015)

- 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 – Present)

- 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.

ROCCO VAN DER MERWE

OVERVIEW

A highly motivated Accountant with a verifiable record of accomplishment spanning 11 years. Areas of strength include:

Knowledge of Accounting Principles (GAAP)	Strong Verbal and Written Communication Skills
Financial Analysis	Time Management Skills
Organizational Skills	Research Abilities
Attention to Detail	Work as a Team Player

EDUCATION

Associate Degree in Accounting **2004**
Southern New Hampshire University

COMPUTER SKILLS

- Microsoft: Excel, Word, Access, Outlook, PowerPoint
- Accounting software: Acc Pac, Great Plains, Peachtree, QuickBooks and Solomon
- Accounting report writer: FRx Reporting and use of Crystal reports.
- SharePoint.

PROFESSIONAL EXPERIENCE

Controller **01/2016 to present**
One Sky Community Services Portsmouth, NH

- Accounting and Financial Management.
- Contract Management.
- Risk Management.
- Banking
- Asset Management.
- Supervisory

10/2014-12/2015

Senior Accountant/Analyst
One Sky Community Services Portsmouth, NH

- Financial Manager for in-house Vendor.
- Supervise Financial Systems Administrator.
- Same responsibilities as Accountant/Analyst from below.

01/2009-10/2014

Accountant/Analyst
One Sky Community Services Portsmouth, NH

- Compile financial reports: Balance Sheet, Profit and Loss Statement and General Ledger detail.
- Process Accruals, Recurring and Adjusting Journal entries for Month End and Year End closing.
- Maintain and track allowable State Grant Fund Expenditures.
- Post Bi-weekly Payroll and reclass any payroll discrepancies if necessary.
- Review and approve Budgets for contract approval.
- Reconcile Balance Sheet accounts and Individualized Family Expenses and Revenues.
- Assist CFO with Budget preparation.

- Assist outside Audit Firm with annual Audit.
- Update and maintain a balanced budget when changes occur.
- Process, track and update Medicaid changes in the Budget Tracking System, General Ledger, billing and Medicaid systems.
- Maintain the Agency's accounting software including the report writer.
- Investigate opportunities to improve Agency effectiveness and proposed new policies and procedures to support those efforts.

04/2008-01/2009

Grants Accountant

Nonpublic Educational Services, Inc. Salem, MA

- Applied for new charter school Grant if qualified for and created grant applications.
- Maintained and tracked allowable Federal Grant and State Fund Expenditures through proper General Ledger account allocations.
- Ensured correct charter school back-up paperwork was in compliance with Federal and State regulations.
- Assisted school directors with budget preparation and maintaining a zero balance budget.
- Created Journal entries and analyzed financials.
- Compiled Grant reports in a timely and accurate manner.
- Reviewed Purchase Orders for approval.
- Investigated opportunities to improve and propose new policies and procedures to meet Federal and State regulations.

Accountant/Analyst

Community Bridges Bow, NH

04/2005-04/2008

- Compiled financial reports: Balance Sheet, Profit and Loss Statement, and Statement of Cash Flow, Cash Flow forecasting and General Ledger detail.
- Processed Accruals, Recurring and Adjusting Journal entries for Month End and Year End closing.
- Analyzed general ledger accounts, vendor contracts and budgets.
- Assisted CFO and Department heads with Budget preparation.
- Updated and maintained a balanced budget when changes occurred.
- Processed, tracked and updated Medicaid changes in the General Ledger, billing and Medicaid systems.
- Maintained the Agency's accounting software including the report writer.
- Investigated opportunities to improve Agency effectiveness and proposed new policies and procedures to support those efforts.

Staff Accountant

***Ocean Hospitality Inc. Portsmouth, NH
(Sister company of OPL below)***

04/2004-04/2005

- Compiled financial reports: Balance Sheets, Profit and Loss Statements, Statement of Cash Flow and detail General Ledger.
- Completed and filed monthly Sales and Use Tax returns along with quarterly Occupancy tax returns.
- Processed and tracked Intercompany transfers.
- Managed all cash accounts: Transferred funds to Operating, Manager and Payroll accounts.
- Reconciled Bank accounts and Balance Sheet accounts.
- Cash Flow analysis.
- Processed weekly check runs.
- Created and processed Accruals, Journal entries for Month End closing.
- Reviewed Accounts Payable batches and processed weekly check runs.
- Generated Management fee invoices.

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.

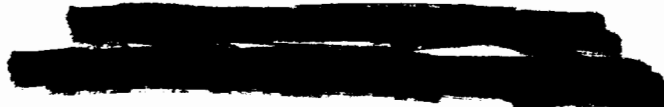
Brattleboro Retreat, Child Adolescent Unit, Brattleboro VT

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



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
Strategic Planning | Use In:: |
| • Contract Negotiation / Minimizing Costs
Facilitation | • Crisis Intervention / Conflict Resolution
Clinical Staff Supervision |
| • Person Centered Planning/Consumer
Directed Services Workforce
Development | • Cultural Competency ABA Teaching
Strategies |
| • Delicate Budget Balancing To Maintain
Government Entitlements - Public
Funding Streams | • Staff & Family Training Family Support |
| • Compliance With State & Federal
Regulations - Multi-Disciplinary
Team Approaches | • HIPPA Laws / Maintaining Trust &
Confidentiality . Multi-Disciplinary
Team Strategies |
| • Experienced ABA Clinician With Expci | • Developing Rapport With Referral
Agencies • Public Relations |

PROFESSIONAL EXPERIENCE

Director of Family Support Services 1995-Present
 One Sky Community Services, Inc. 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

Lenore A. Sciuto



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 MR/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

KEY ADMINISTRATIVE PERSONNEL

**NH Department of Health and Human Services
Bureau of Developmental Services**

Agency Name: One Sky Community Services

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)				
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)
Abraham C Muns / CEO	\$130,000	6.00%	94.00%	\$7,800.00
Rocco van der Merwe / Controller	\$60,000	6.00%	94.00%	\$3,600.00
Karen McLaughlin / Director of Service Coordination	\$65,062	2.00%	98.00%	\$1,301.25
Lenore Sciuto / Director of Family Support	\$58,282	50.00%	50.00%	\$29,140.80
	\$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
	\$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)				\$41,842.05

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.