



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Nancy L. Rollins
Associate Commissioner

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 11, 2013

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

JUN 11 '13 PM 2:47 DAS 133B *[initials]*

Sole Source
46-46% Federal
53-54% General

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a **sole source** Agreement with Lakes Region Community Services Council, d/b/a/ Lakes Region Community Services, Laconia, New Hampshire (Vendor #177251) to provide Adult In Home care and Homemaker in an amount not to exceed \$728,167.53, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2014.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Class/Account	Class Title	Fiscal Year	Amounts
540-500382	Social Services	2014	\$92,050.27
		Subtotal	\$92,050.27

05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Class/Account	Class Title	Fiscal	Amounts
542-500384	Homemaker	2014	\$103,708.92
543-500385	Adult In Home Care	2014	\$532,408.34
		Subtotal	\$636,117.26
		Total	\$728,167.53

EXPLANATION

This **sole source** request is being made to ensure the continuum of services that enable elderly and/or disabled clients to remain in their homes and communities and maintain their independence while the Department looks for opportunities to further align service delivery to better serve the citizens of the State of New Hampshire.

This extension is necessitated because the Department incorporated these services into a statewide Request for Proposals (Issued March 15, 2013) that resulted in proposals that did not align closely enough with Department objectives or expectations; that vendors provide proposals that embraced a statewide approach to service delivery. The Department will release a new Request for Proposals within the next six months with the same objectives as the March 15, 2013 Request for Proposals; to provide person centered service solutions that ensure statewide coverage.

The reissue of the Request for Proposals will allow potential contractors time to:

- Develop their programming solutions to meet the Department's core values for the population being served.
- Develop partnerships/subcontracting arrangements to better meet the requirements in the Request for Proposals.
- Meet the time requirements for contracting prior to the expiration of these extensions.

This contractor currently provides Adult In Home Care and Homemaker Services that enable the elderly and disabled to remain in their communities and homes. Since June 2012, this contractor has also been serving the clients previously served by Grafton County Senior Citizens Council, Inc. because Grafton County Senior Citizens Council terminated service provision. Now, this contractor will be providing these services for clients once being served by the Central Visiting Nurses Association of New Hampshire, whose Board has decided not to provide these services, effective July 1, 2013.

Due to the complexity of the changes with respect to service areas, the Department opted to execute a new agreement with the Contractor, rather than amend the existing sole source contract.

Should the Governor and Executive Council determine not to grant this request, the social services provided to these elderly and/or disabled clients will be reduced or eliminated to a level that could jeopardize their ability to remain in their homes. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures.

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Areas served: See attached list of towns/cities served.

Source of Funds for this amendment: 46.46% Federal and 53.54% General Funds.

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

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Contractor	Name of Service	County	Towns/Cities where Services will be offered
Lakes Region Community Services Council, Inc	Adult In Home Care	Belknap	All towns
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Alexandria
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Ashland
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Bridgewater
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Bristol
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Campton
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Dorchester
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Ellsworth
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Groton
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Hebron
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Holderness
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Plymouth
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Rumney
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Thornton
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Waterville Valley
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Wentworth
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Canaan
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Dorchester
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Enfield
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Grafton
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Hanover
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Lebanon
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Lyme
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Orange
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Orford
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Piermont
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Warren
Lakes Region Community Services Council, Inc	Adult In Home Care	Grafton	Wentworth
Lakes Region Community Services Council, Inc	Adult In Home Care	Sullivan	Cornish
Lakes Region Community Services Council, Inc	Adult In Home Care	Sullivan	Plainfield
Lakes Region Community Services Council, Inc	Homemaker	Belknap	All towns
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Canaan
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Dorchester
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Enfield
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Grafton
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Hanover
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Lebanon
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Lyme
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Orange
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Orford
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Piermont
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Warren
Lakes Region Community Services Council, Inc	Homemaker	Grafton	Plainfield

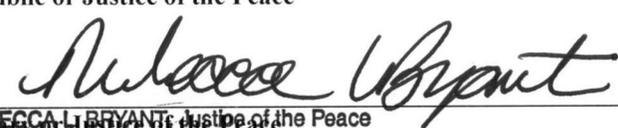
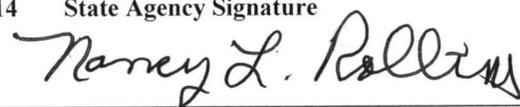
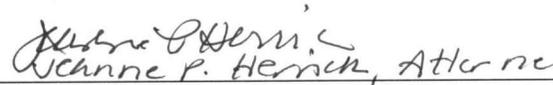
Subject: To provide Adult in Home Care and Homemaker Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Lakes Region Community Services Council d/b/a Lakes Region Community Services		1.4 Contractor Address 719 North Main Street Laconia, New Hampshire 03246	
1.5 Contractor Phone Number 603-524-8811	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$728,167.53
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-9470	
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>6/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or s/he, the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the presence of the undersigned officer.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace REBECCA L. BRYANT, Justice of the Peace My Commission Expires April 1, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herick, Attorney On: <u>10 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

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

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

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

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

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

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

7. PERSONNEL.

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

Contractor Initials: US
Date: 07/13

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

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

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Scope of Services

1. ADULT IN HOME CARE

1.1. SERVICE/PROGRAM DESCRIPTION:

Adult In-Home Care means the services provided to an individual, in his or her home, to support home care tasks and activities of daily living, as described in He-E 501.24.

1.2. SERVICE/PROGRAM AND ADMINISTRATIVE REQUIREMENTS:

The Contractor agrees to provide the following service/program activities:

1.2.1. Assistance with the following household tasks shall be provided, based on the individual's needs:

1. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks;
2. Shopping, which shall include buying, with funds provided by the client, groceries, clothing or other items for the client, and which shall require the contract agency staff member to provide receipts to the client after each shopping transaction;
3. Laundry, which shall include washing, drying, and putting away the client's clothing, and ironing clothing when necessary;
4. Light housekeeping, which shall include:
 - a. Washing dishes;
 - b. Dusting;
 - c. Vacuuming;
 - d. Sweeping;
 - e. Wet-mopping floors;
 - f. Cleaning kitchen and bathroom fixtures; and
 - g. Emptying wastebaskets.
5. Sewing, which shall include mending the client's clothing and other household items; and
6. Errands, which shall include, but not be limited to, going to the pharmacy, the post office, or the library on behalf of the client.

1.2.2. Supervision of the following activities of daily living shall be provided in accordance with the client's service needs, and to help ensure his/her safety:

1. Grooming, bathing and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and

New Hampshire Department of Health and Human Services
Exhibit A



- brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 3. Eating, which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication;
 4. Medication assistance, which shall include:
 - a. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle;
 - b. Placing the medicine container within reach; and/or
 - c. Opening the container.
 5. Toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
 6. Ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handing the client his/her cane or walker, or bringing a wheelchair to the client; and
 7. Socialization, which shall include providing companionship to the client through shared activities such as:
 - a. Conversation;
 - b. Reading to the client;
 - c. Listening to music; and/or
 - d. Playing a game or assisting with a craft project.

1.3. The Contractor agrees to provide the following administrative requirements:

1. Employ staff who are 18 years of age or older;
2. Designate a single staff person to administer Adult In-Home Care;
3. Train staff to provide services;
4. Respond within 30 calendar days to the adult in-home care assessment information provided by the BEAS Social Worker; and confirm whether or not the service can be provided as requested by the social worker;
5. Develop a written service plan for each adult receiving Adult In-Home Care; and provide the service in accordance with this plan;
6. Maintain a record for each client that contains the contract agency's copy of BEAS notification form, the service plan, correspondence related to service provision, notes on service activities provided and the dates, changes in the client's condition which could affect service provision, problems regarding service provision and how these were resolved, and referrals made to other services/programs and the dates of such referrals;
7. Comply with any applicable federal and state laws concerning maintenance and confidentiality of records.

New Hampshire Department of Health and Human Services
Exhibit A



8. The contract agency shall not release information contained in the individual's record to any agency other than BEAS, without the written permission of the individual, his/her guardian or another authorized representative.
 9. Participate in quarterly meetings arranged by the BEAS Social Worker or Supervisor in order to discuss the client's functional status and any recommendations for changes in service provision;
 10. If, while providing services, the contract agency determines that the client's care needs are increasing, the contract agency shall discuss this with the BEAS social worker and the client to determine whether or not the issue can be resolved by increasing the number of adult in-home care service hours and/or activities in accordance with BEAS limits, or if additional services are needed.
 11. Abide by the BEAS requirements regarding suspension/termination of service provision;
 12. Comply with BEAS requirements regarding fees;
 13. Monitor and evaluate the Adult In-Home Care Service provided;
 14. The contract agency shall not stop providing adult in-home care service to a client without discussion with and approval of, the BEAS social worker.
- 1.4. The Contractor shall determine eligibility for Title XX funded services based on BEAS rules and policies.
- 1.5. The Contractor shall determine eligibility for Title III funded services as specified in The Older American's Act of 1965 as amended.
- 1.6. Rules and Policies:
- A. Adult in Home Care services funded by Title XX shall be provided according to the rules and policies of BEAS including He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
 - B. Adult in Home Care services funded by Title III shall be provided according to the Direct and Purchase Service PR 88-1, incorporated by reference into this Agreement.
- 1.7. Units of Service:
- The Contractor agrees to provide the number of Adult In Home Care units as detailed in Exhibit B Purchase of Services.
- With prior written approval of BEAS, Non Adult Protective Service (APS) units may be transferred to Adult Protective Service units.
- The Contractor agrees to provide Adult In Home Care Services to all eligible persons as long as the total number of units to be provided in each State Fiscal Year of the contract period does not exceed the number of units described in Exhibit B Purchase of Services.



1.8. Adult Protective Services:

Under RSA 161-F: 43 BEAS provides protective services to incapacitated adults to prevent and/or ameliorate neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program rules (He-E 700), the contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The contractor shall make a best effort attempt to ensure the provision of some level of services to those persons in need of protective services. Adult Protective Service (APS) units are designated to serve APS designated clients. If APS designated units are not fully utilized by the contractor, the remaining units shall be reallocated to other contractors during the contract period, through the contract amendment process.

1.9. Location:

The Adult In Home Care service shall be provided in the towns/cities listed in the attached Catchment page, which is incorporated by reference into this Exhibit A.

1.10. Contractor Qualifications:

The Contractor shall meet and maintain the qualifications of a licensed home health agency, home care service provider or an Other Qualified Agency during the contract period.

1.11. Quality Assurance:

- 1) The Quarterly Program Service Report shall be submitted by the 15th of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by the Bureau of Elderly and Adult Services and sent to the Bureau of Elderly and Adult Services, Finance and Business Operations, 129 Pleasant Street, Concord, New Hampshire 03301-0387.
- 2) The Contractor agrees to obtain client feedback as to the quality of services provided and report the outcome to BEAS.
- 3) Contractor agrees to the outcomes, goals, objectives, and performance measures as described herein and assures a plan for monitoring and evaluating progress in meeting these. BEAS expects one hundred percent compliance with meeting the performance measures, by the contractor.

Based on the federal grant requirements, the desired service outcome for Adult In Home Care services is as follows:



Outcome: The informal supports that NH's older residents receive enable them to remain in their homes and communities and ensure that the services they receive assist them in remaining independent.

BEAS developed four goals that contain objective(s) and performances measures in which to monitor the performance of the contract to assure the desired outcomes.

1. Goal: Eligibility determination
 - a. Objectives:
 - i. All clients served meet eligibility requirements of SSBG and ACL, as applicable;
 - ii. Agency to identify, locate and serve the people who need and could benefit from services.
 - b. Performance Measures:
 - i. Initial application: process is accurate and timely;
 - ii. Continued eligibility: continued eligibility is assessed and timely;
 - iii. Outreach: There is evidence of outreach; and the designated population is being served.
2. Goal: Service plan/service delivery
 - a. Objective:
 - i. Clients receive services in accordance with needs.
 - b. Performance Measures:
 - i. Comprehensive, person centered service plans are developed based on established timeframes;
 - ii. Services are available and accessible;
 - iii. Clients participate in planned services.
3. Goal: Agency and provider staff requirements
 - a. Objectives:
 - i. Provider agency is licensed, certified or authorized, as applicable;
 - ii. Agency staff is qualified to provide services/supports.
 - b. Performance Measures:
 - i. Agency meets all applicable federal, state, and local regulations;
 - ii. Staff is qualified to plan and deliver services within scope of contract.
4. Goal: Financial accountability
 - a. Objectives:
 - i. Provider Agency's billing is accurate, complete, and timely, within the contract budget and adheres to state regulations;



- ii. BEAS pays provider's claims within state regulations and contract guidelines.
 - b. Performance Measure:
 - i. Provider Agency submits invoices for reimbursement that can be substantiated with backup source documents, that are in accordance with BEAS instructions, and consistent with state/federal regulation.
- 4) Contractor agrees to participate in any future Quality Improvement Measures adopted by the Bureau of Elderly and Adult Services.

2. HOMEMAKER

2.1. SERVICE/PROGRAM DESCRIPTION

Homemaker service means services, provided to an individual in his or her home that assists the individual with housecleaning and/or other activities.

2.2. SERVICE/PROGRAM AND ADMINISTRATIVE REQUIREMENTS:

- 2.2.1. The Contractor agrees to provide the following service/program activities and duties necessary for household management including light housekeeping; meal preparation; grocery shopping and other errands, instructing individuals in performing routine household tasks, household budgeting, nutrition, food purchasing and meal preparation, evaluation of clients progress; encouraging socialization and self-care and information and referral to other resources as needed.

2.3. The Contractor agrees to perform the following administrative services:

- A. The contractor shall: receive inquiries and applications; determine eligibility; notify applicant of eligibility; assess recipient's needs and develop written service plans; keep written progress notes on each recipient; provide supervision and training to staff; monitor and evaluate services, maintain financial records, submit reports as requested to Bureau of Elderly and Adult Services.
- B. The Contractor shall determine eligibility for Title XX funded services in accordance with He-E 501.
- C. The Contractor shall determine eligibility for Title III funded services as specified in The Older Americans Act of 1965 as amended.

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2.4. Rules and Policies:

- A. Homemaker services funded by Title XX shall be provided according to He-E 501, which is incorporated by reference into this Agreement.
- B. Title III funded Homemaker services shall be provided according to the following sections of PR 88-1: Homemaker Item 219; Section 2095.1 A, B; 2095.3; 2095.4 B, 2095.5; 2095.7, which are incorporated by reference into this Agreement.

2.5. Units of service:

The Contractor agrees to provide the number of Homemaker units as detailed in Exhibit B Purchase of Services.

2.6. Location:

Homemaker services shall be provided in the town/cities listed in the attached Catchment page, which is incorporated by reference into this Exhibit A.

2.7. Quality Assurance:

- 1) The Quarterly Program Service Report shall be submitted by the 15th of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by the Bureau of Elderly and Adult Services and sent to the Bureau of Elderly and Adult Services, Finance and Business Operations, 129 Pleasant Street, Concord, New Hampshire 03301-0387.
- 2) The Contractor agrees to obtain client feedback as to the quality of services provided and report the outcome to BEAS.
- 3) Contractor agrees to the outcomes, goals, objectives, and performance measures as described herein and assures a plan for monitoring and evaluating progress in meeting these. BEAS expects one hundred percent compliance with meeting the performance measures, by the contractor.

Based on the federal grant requirements, the desired service outcome for Homemaker services is as follows:

Outcome: The informal supports that NH's older residents receive enable them to remain in their homes and communities and ensure that the services they receive assist them in remaining independent.

BEAS developed four goals that contain objective(s) and performances measures in which to monitor the performance of the contract to assure the desired outcomes.

- 1. Goal: Eligibility determination
 - a. Objectives:



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- i. All clients served meet eligibility requirements of SSBG and ACL, as applicable;
 - ii. Agency to identify, locate and serve the people who need and could benefit from services.
 - b. Performance Measures:
 - i. Initial application: process is accurate and timely;
 - ii. Continued eligibility: continued eligibility is assessed and timely;
 - iii. Outreach: There is evidence of outreach; and the designated population is being served.
 2. Goal: Service plan/service delivery
 - a. Objective:
 - i. Clients receive services in accordance with needs.
 - b. Performance Measures:
 - i. Comprehensive, person centered service plans are developed based on established timeframes;
 - ii. Services are available and accessible;
 - iii. Clients participate in planned services.
 3. Goal: Agency and provider staff requirements
 - a. Objectives:
 - i. Provider agency is licensed or certified;
 - ii. Agency staff is qualified to provide services/supports.
 - b. Performance Measures:
 - i. Agency meets all applicable federal, state, and local regulations;
 - ii. Staff is qualified to plan and deliver services within scope of contract.
 4. Goal: Financial accountability
 - a. Objectives:
 - i. Provider Agency's billing is accurate, complete, and timely, within the contract budget and adheres to state regulations;
 - ii. BEAS pays provider's claims within state regulations and contract guidelines.
 - b. Performance Measure:
 - i. Provider Agency submits invoices for reimbursement that can be substantiated with backup source documents, that are in accordance with BEAS instructions, and consistent with state/federal regulation.
- 4) Contractor agrees to participate in any future Quality Improvement Measures adopted by the Bureau of Elderly and Adult Services.



3. OTHER TERMS AND CONDITIONS

3.1. Reporting Requirements

- 3.1.1. The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 3.1.1.1. Number of clients served by town, by service, by funding source;
 - 3.1.1.2. Number of units of service delivered to clients by service
 - 3.1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 3.1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 3.1.2. Reporting shall occur for each month of delivered services.
- 3.1.3. The Contractor shall report the data on a standard template provided by DHHS.

3.2. Wait List

- 3.2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 3.2.2. Each contract agency shall include the following information on its wait list:
 - 3.2.2.1. The individual's full name and date of birth;
 - 3.2.2.2. The name of the Title XX service being requested;
 - 3.2.2.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 3.2.2.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 3.2.2.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - 3.2.2.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 3.2.2.7. A brief description of the individual's circumstances and the services he or she needs.
- 3.2.3. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 3.2.3.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 3.2.3.2. Declining mental or physical health of the caregiver;
 - 3.2.3.3. Declining mental or physical health of the individual;
 - 3.2.3.4. Individual has no respite services while living with a caregiver; and

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- 3.2.3.5. Length of time on the wait list.
 - 3.2.3.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 3.2.3.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 3.2.4. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 3.2.5. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3.3. Equal Access to services:
- 3.3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 3.4. Consumer Grievance Process
- 3.4.1. The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:
 - 3.4.2. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 3.5. Adult Protective Services:
In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.



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3.6. Criminal Background and Adult Protective Service Registry Checks:

- 3.6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.
- 3.6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
- 3.7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
- 3.8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

3.9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

3.10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Adult In Home Care-APS	Per hour	\$15.85	2,825
Homemaker	Per half hour	\$7.46	6,337
Funding: Title XX			
Homemaker	Per half hour	\$7.46	13,902
Adult In Home Care	Per hour	\$13.67	34,387
Adult In Home Care-APS	Per hour	\$15.85	3,933

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 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.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

Contractor Initials: CS
Date: 6/7/13

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

17. Subcontractors: 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

Contractor Initials CS
Date: 6/7/13

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL 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.

US
4/7/13

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. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$5,000,000 per occurrence; and

4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:

10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.

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2/7/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: CS
Date: 6/7/13

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

Lakes Region Community Services ^{Services} 6-30-2014
 From: 7-1-2013
 (Contractor Name) (Period Covered by this Certification)

Christine Santamello, Executive Director
 (Name & Title of Authorized Contractor Representative)

Christine Santamello 6/7/13
 (Contractor Representative Signature) (Date)

Contractor Initials: CS
 Date: 6/7/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: _____ through _____

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.

Christine Santamello Christine Santamello, Executive Director
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Lakes Region Community Services 10/7/13
 (Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials: CS

Date: 6/7/13

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Christine Santaniello
(Contractor Representative Signature)

Christine Santaniello
(Authorized Contractor Representative Name & Title)

Lakes Region Community Services
(Contractor Name)

6/7/13
(Date)

Contractor Initials: CS
Date: 6/7/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Christine Santaniello
(Contractor Representative Signature)

Christine Santaniello, Executive Director
(Authorized Contractor Representative Name & Title)

Lakes Region Community Services
(Contractor Name)

6/7/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Christine Santaniello (Contractor Representative Signature) Christine Santaniello, Executive Director (Authorized Contractor Representative Name & Title)

Calles Region Community Service (Contractor Name) 6/7/13 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

DEPARTMENT OF
HEALTH AND HUMAN SERVICES
The State Agency Name

Lakes Region Community Services
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Christine Santaniello
Signature of Authorized Representative

NANCY L. ROLLINS
Name of Authorized Representative

Christine Santaniello
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

Executive Director
Title of Authorized Representative

7 June 2013
Date

6/7/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Christina Santaniello

(Contractor Representative Signature)

Christina Santaniello, Executive Director

(Authorized Contractor Representative Name & Title)

Galles Region Community Services

(Contractor Name)

6/7/13

(Date)

Contractor initials: CS

Date: 4/7/13

Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

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: <u>Christine Santaniello</u>	Amount: <u>\$112,124</u>
Name: <u>Rebecca Bryant</u>	Amount: <u>\$82,000</u>
Name: <u>Shannon Kelly</u>	Amount: <u>\$65,000</u>
Name: <u>Laurie Vachon</u>	Amount: <u>\$65,000</u>
Name: <u>MARY ST. JACQUES</u>	Amount: <u>\$65,000</u>

Contractor initials: MS/CJS
Date: 6/7/13
Page # _____ of Page # _____

CERTIFICATE OF VOTE
Without Seal

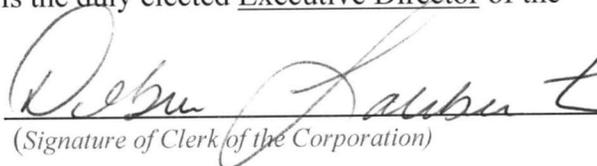
I, Debra Laliberte, do hereby certify that:

1. I am the duly elected Clerk of the Board of Directors of **Lakes Region Community Services Council**.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 17, 2013:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Bureau of Elderly and Adult Services, Division of Community Based Care Services, for the provision of Non-Medicaid Services for Adults Age 60 and Older and Adults Ages 18-59 with a Chronic Illness or Disability.

RESOLVED: That the Executive Director is hereby authorized on behalf of Lakes Region Community Services Council to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable, or appropriate.

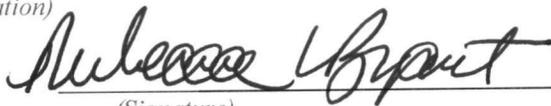
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 7, 2013.
4. Christine Santaniello is the duly elected Executive Director of the Corporation.


(Signature of Clerk of the Corporation)

State of New Hampshire
County of Belknap

The foregoing instrument was acknowledged before me this 7th day of June, 2013, by Debra Laliberte.

(Name of Clerk of the Corporation)


(Signature)

Name *(Print)*: Rebecca L. Bryant _____

Title: Justice of the Peace _____

(Notary Public or Justice of the Peace)

My Commission Expires: April 1, 2014 _____



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.

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 17th day of April A.D. 2013

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

William M. Gardner
Secretary of State



LAKES65

OP ID: BP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2013

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).

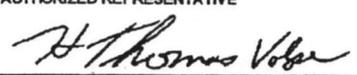
PRODUCER Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246	Phone: 603-524-4535 Fax: 603-528-4442	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURED LR Community Services Council Rebecca L. Bryant P O Box 509 Laconia, NH 03246		INSURER(S) AFFORDING COVERAGE INSURER A : Citizen Insurance Company NAIC # 31534 INSURER B : Hanover Insurance Company 22292 INSURER C : Granite State Work Comp Manuf INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZBV8974270-02	12/01/2012	12/01/2013	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 - COM/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
	<input type="checkbox"/> 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					
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		UHV8929075-02	12/01/2012	12/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<input checked="" type="checkbox"/> 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	WC01201300021	01/01/2013	01/01/2014

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

CERTIFICATE HOLDER STATE-3 NH DHHS 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Leone, McDonnell & Roberts

Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Lakes Region Community Services Council, Inc. (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of cash flows for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2012. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits. The prior year summarized comparative information has been derived from the Organization's financial statements and, in our report dated September 7, , we expressed an unqualified opinion on those financial statements.

We conducted our audit for the year ended June 30, 2012 in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The financial statements of the Organization were not audited in accordance with *Government Auditing Standards* for the year ended June 30, 2011. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our 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, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated January 12, 2013, on our consideration of Lakes Region Community Services Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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*, and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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
January 12, 2013

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and equivalents:		
Cash in bank	\$ 41,768	\$ 1,546,947
Certificates of deposits	207,678	513,224
Federated managed funds	5,520	155,362
Accounts receivable:		
Medicaid	1,346,705	853,676
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2012 and 2011, respectively	1,206,517	192,490
Prepaid expenses	<u>235,896</u>	<u>579,516</u>
Total current assets	<u>3,044,084</u>	<u>3,841,215</u>
PROPERTY AND EQUIPMENT, NET	<u>4,225,517</u>	<u>198,940</u>
OTHER ASSETS		
Deposits	<u>53,354</u>	<u>53,354</u>
Total assets	<u>\$ 7,322,955</u>	<u>\$ 4,093,509</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 45,853	\$ -
Accounts payable	527,345	592,845
Accrued salaries, wages, and related expenses	277,235	188,088
Accrued earned time	299,388	365,100
Refundable advances	82,679	30,262
Other accrued expenses	<u>78,140</u>	<u>45,335</u>
Total current liabilities	<u>1,310,640</u>	<u>1,221,630</u>
LONG TERM LIABILITIES		
Due to affiliates, net	239,609	97,935
Long term debt, less current portion shown above	<u>442,826</u>	<u>-</u>
Total long term liabilities	<u>682,435</u>	<u>97,935</u>
Total liabilities	<u>1,993,075</u>	<u>1,319,565</u>
NET ASSETS		
Unrestricted	3,672,780	2,773,944
Temporarily restricted	<u>1,657,100</u>	<u>-</u>
Total net assets	<u>5,329,880</u>	<u>2,773,944</u>
Total liabilities and net assets	<u>\$ 7,322,955</u>	<u>\$ 4,093,509</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2012
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2012 Total</u>	<u>2011 Total</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,179,361	\$ -	\$ 1,179,361	\$ 1,112,151
Medicaid	17,739,766	-	17,739,766	16,692,991
Client resources	72,667	-	72,667	70,280
Other third party payers	34,761	-	34,761	167,502
Public support	273,287	1,657,100	1,930,387	258,096
Private foundations	25,257	-	25,257	4,399
Production/service income	253,611	-	253,611	270,304
Investment	6,162	-	6,162	9,263
In-kind donations	65,000	-	65,000	65,000
State of New Hampshire - DDS	1,078,033	-	1,078,033	1,043,672
Management fees	20,568	-	20,568	21,206
Other	971,691	-	971,691	194,782
	<u>21,720,164</u>	<u>1,657,100</u>	<u>23,377,264</u>	<u>19,909,646</u>
Total revenues				
Expenses				
Program services				
Service coordination	966,460	-	966,460	1,006,851
Day programs	4,080,565	-	4,080,565	4,169,025
Early intervention	614,288	-	614,288	605,780
Enhanced family care	3,270,253	-	3,270,253	2,953,399
Community options	227,190	-	227,190	185,803
Community residences	6,105,485	-	6,105,485	6,130,839
Transportation	143,420	-	143,420	139,950
Family support	2,750,035	-	2,750,035	2,662,379
Other DDS	14,482	-	14,482	14,617
Other programs	478,570	-	478,570	448,935
Supporting activities				
General management	2,160,383	-	2,160,383	1,760,300
Fundraising	10,197	-	10,197	94,108
	<u>20,821,328</u>	<u>-</u>	<u>20,821,328</u>	<u>20,171,986</u>
Total expenses				
INCREASE (DECREASE) IN NET ASSETS	898,836	1,657,100	2,555,936	(262,340)
NET ASSETS, BEGINNING OF YEAR	<u>2,773,944</u>	<u>-</u>	<u>2,773,944</u>	<u>3,036,284</u>
NET ASSETS, END OF YEAR	<u>\$ 3,672,780</u>	<u>\$ 1,657,100</u>	<u>\$ 5,329,880</u>	<u>\$ 2,773,944</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 2,555,936	\$ (262,340)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	68,083	53,506
(Increase) decrease in assets:		
Accounts receivable	(1,507,056)	333,149
Prepaid expenses	343,620	(269,418)
Deposits	-	15,321
Increase (decrease) in liabilities:		
Accounts payable	(65,500)	70,859
Accrued salaries, wages, and related expenses	89,147	(348,399)
Accrued earned time	(65,712)	25,157
Refundable advances	52,417	(75,011)
Other accrued expenses	32,805	5,150
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>1,503,740</u>	<u>(452,026)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(4,094,660)</u>	<u>(24,187)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(4,094,660)</u>	<u>(24,187)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term borrowings	500,000	-
Repayment of long term debt	(11,321)	-
Increase (decrease) in due to affiliates	<u>141,674</u>	<u>(507,324)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>630,353</u>	<u>(507,324)</u>
NET DECREASE IN CASH AND EQUIVALENTS	(1,960,567)	(983,537)
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>2,215,533</u>	<u>3,199,070</u>
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 254,966</u>	<u>\$ 2,215,533</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 2,481</u>	<u>\$ -</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

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.

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

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

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, 2011, 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 2008.

Cash Equivalents

The Council considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

In-kind Donations

Donated facilities are reflected as revenue and expense in the accompanying financial statements. The donated facilities represent the estimated fair value of rent expense the Council would incur under a normal lease agreement. The Council occupied office facilities owned by the State of New Hampshire. The Council has estimated the fair value of the annual rental to be \$65,000 for each of the years ended June 30, 2012 and 2011. Subsequent to the year ended June 30, 2012, the Council completed its move to a new office facility and therefore will no longer recognize rental income as an in-kind donation.

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.

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 January 12, 2013, the date the financial statements were available to be issued.

2. PROPERTY AND EQUIPMENT

As of June 30, 2012 and 2011, property and equipment consisted of the following:

Buildings and improvements	\$ 3,811,811	\$ -
Leasehold improvements	450,907	445,960
Furniture, fixtures and equipment	581,987	467,593
Land	<u>152,200</u>	<u>-</u>
Total	4,996,905	913,553
Less accumulated depreciation	<u>(771,388)</u>	<u>(714,613)</u>
	<u>\$ 4,225,517</u>	<u>\$ 198,940</u>

Depreciation expense for the years ended June 30, 2012 and 2011 amounted to \$68,083 and \$53,506, respectively.

During the year ended June 30, 2012 the Council received donated property in the form of an office building, with fair value of \$1,657,100, at the time of donation. Subsequent to receipt of the property it was necessary for the Council to make significant improvements in order for the facility to be suitable for the Council's needs and to be brought up to current building code requirements. Total improvements for the year ended June 30, 2012 related to the new office building totaled \$2,154,711. A portion of these improvements were financed with new debt (see Note 4).

3. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to \$1,500,000 and is renewable annually. At June 30, 2012 and 2011 the interest was stated at the bank's prime rate of 3.25%. The note has a scheduled maturity date of October 31, 2012, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 9). At June 30, 2012 and 2011 there was no amount outstanding on this line of credit.

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 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, 2012 \$488,679 was outstanding under the note payable.

The schedule of maturities of long term debt at June 30, 2012 is as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2013	\$ 45,853
2014	46,779
2015	47,723
2016	48,686
2017	49,669
Thereafter	<u>249,969</u>
Total	<u>\$ 488,679</u>

5. RESTRICTIONS ON NET ASSETS

In 2012 the Council received donated surplus property in the form of a building. The temporarily restricted net assets at June 30, 2012 consist of the value of the building. The use of this building is restricted by deed for thirty years from the date of donation.

6. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2012 and 2011 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, 2012 and 2011 was \$46,308 and \$33,446, respectively.

7. CONCENTRATION OF RISK

For the years ended June 30, 2012 and 2011 approximately 76% and 84% 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 they were notified by the State of New Hampshire that the current designation would be extended for one year.

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 \$322,892 and \$373,614 for the years ended June 30, 2012 and 2011, respectively.

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

<u>Year Ending June 30</u>	<u>Amount</u>
2013	\$ 104,966
2014	65,006
2015	56,892
2016	16,320
2017	16,320
Thereafter	<u>12,240</u>
Total	<u>\$ 271,744</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>2012</u>	<u>2011</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>2012</u>	<u>2011</u>	
Genera Corporation	\$ 112,200	\$ 106,473	Rental of Homes
Greater Laconia Transit Agency	58,278	88,370	Prepaid Expenses Related to Affiliated Organization (See Below)

<u>Due (To)/From:</u>	<u>2012</u>	<u>2011</u>
Genera Corporation	\$(248,466)	\$(109,884)
Greater Laconia Transit Agency	<u>8,857</u>	<u>11,949</u>
	<u>\$(239,609)</u>	<u>\$ (97,935)</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 notes payable are 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 CDFFA 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 \$112,200 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 years ended June 30, 2012 and 2011 amounted to \$58,278 and \$88,370, respectively.

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 \$71,767 and \$80,238 for the years ended June 30, 2012 and 2011, 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, 2012.

11. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2012 and 2011, client funds held by the Council aggregated \$222,872 and \$182,319, respectively.

12. GUARANTOR OF THIRD-PARTY INDEBTEDNESS

The Council guaranteed the revolving line of credit with a bank of an unrelated Laconia nonprofit organization. The maximum available credit was \$25,000. During the year ended June 30, 2011 the nonprofit organization no longer required the Council to guarantee the revolving line of credit. At June 30, 2011 there was no amount outstanding on the line of credit.

13. CONCENTRATION OF CREDIT RISK

The Council maintains several of their cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 for interest bearing accounts, and non-interest bearing accounts are fully insured at June 30, 2012 and 2011. The Council also obtained supplemental deposit insurance from a financial institution. At June 30, 2012, there were no uninsured cash balances. At June 30, 2011 the uninsured cash balances aggregated \$50,704.

14. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council is a party to financial instruments with off Statement of Financial Position risk in the normal course of business. A portion of the Council's overnight deposit bank balances are swept into an uninsured repurchase agreement. Repurchase agreement balances were \$591,282 and \$1,515,310 as of June 30, 2012 and 2011, respectively. Management, however, does not feel exposed to significant credit risk due to the collateralized nature of these investments.

15. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.



LAKES REGION
COMMUNITY
SERVICES

Engage. Empower. Inspire.

Board of Directors ~ 2012- 2013

√*Gary Lemay, President

√*Susan Gunther, Vice President

√*R. Stuart Wallace, Treasurer

√Debra Laliberte, Secretary

√Margaret Plumer

√Margaret Selig

√*Carrie Chase

√*Randy Perkins

*Benjamin Phillips

J. Allan Gauthier

*Cynthia Mathews

*Virginia Donaldson

REGION III

Key Personnel

FY 2014

Name	Position Title	Annual Salary	FTE	Program Salary	State Contribution	% of Salary Paid by Contract Funds
Christine Santaniello	Executive Director	\$112,124	1.00	\$112,124	\$56,062	5%
Rebecca Bryant	Director of Finance	\$82,000	1.00	\$82,000	\$41,000	4%

FY 2015

Name	Position Title	Annual Salary	FTE	Program Salary	State Contribution	% of Salary Paid by Contract Funds
Christine Santaniello	Executive Director	\$112,124	1.00	\$112,124	\$56,062	5%
Rebecca Bryant	Director of Finance	\$82,000	1.00	\$82,000	\$41,000	4%

**PROFESSIONAL
EXPERIENCE:**

Executive Director

Lakes Region Community Services Council
May 1, 2006 to present

Chief Operating Officer of Community Based Not-for-Profit Corporation with an annual budget of \$24M and over 350 employees. 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

Membership:

President, Community Support Network, Inc., 2010- present
Treasurer, Community Support Network, Inc., 2008-2008
Past President and current Board Member, Lakes Region Partnership for Public Health
Board Member, Breakwater Condominium Association
Trustee, Belknap Mill

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, information technology and benefits administration for private non-profit human services agency with a budget of \$25 million and 350 employees. Prepare and monitor annual budgets. 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. 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. 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

- PHI Coaching Approach to Supervision
- PHI Coaching Approach to Communication
- 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

- Board of Directors, Granite State Workers' Compensation Manufacturers Trust
- 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